



Department of Buildings and General Services
BGS Financial Operations
Office of Purchasing & Contracting
10 Baldwin St [phone] 802-828-2211
Montpelier VT05633-7501 [fax] 802-828-2222
<http://bgs.vermont.gov/purchasing>

Agency of Administration

SEALED BID

REQUEST FOR PROPOSAL

Waterbury Office Complex - Feasibility Study

ISSUE DATE: November 10, 2011

SITE INSPECTION: November 16, 2011 at 10:00 AM

QUESTIONS DUE BY: November 18, 2011 at 4:30 PM

DUE DATE and TIME: December 6, 2011 at 3:00 PM

LOCATION OF BID OPENING: 10 Baldwin St, Montpelier

PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND AMENDMENTS ASSOCIATED WITH THIS RFP WILL BE POSTED AT:

<http://bgs.vermont.gov/purchasing/bids>

THE STATE WILL MAKE NO ATTEMPT TO CONTACT VENDORS WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH VENDOR TO PERIODICALLY CHECK <http://bgs.vermont.gov/purchasing/bids> FOR ANY AND ALL NOTIFICATIONS, RELEASES AND AMENDMENTS ASSOCIATED WITH THE RFP.

PURCHASING AGENT: Deborah Damore
TELEPHONE: (802) 828-2211
E-MAIL: SOV.ThePathForward@state.vt.us
FAX: (802) 828-2222

1. **OVERVIEW:** The Office of Purchasing & Contracting, on behalf of the Secretary of Administration, is seeking proposals from qualified firms to provide architectural, engineering, design, and construction expertise to advise and assist the state in evaluating various options for the State of Vermont Waterbury Complex damaged by Tropical Storm Irene. Teams are encouraged to include the services of a qualified architectural historian as part of their team composition.
 - 1.1. **SINGLE POINT OF CONTACT:** All communications concerning this Request for Proposal (RFP) are to be addressed in writing to the attention of: **Deborah Damore**, State of Vermont, Office of Purchasing & Contracting, 10 Baldwin St - Montpelier, Montpelier, VT 05633-7501. **Deborah Damore** is the sole contact for this proposal. Contact with any other party or attempts by bidders to contact any other party could result in the rejection of their proposal.
 - 1.2. **QUESTION AND ANSWER PERIOD:** Any party requiring clarification of any section of this proposal or wishing to comment or take exception to any requirements or other portion of the RFP must submit specific questions in writing no later than **4:30 PM November 18, 2011**. Questions may be e-mailed to SOV.ThePathForward@state.vt.us. Any objection to the RFP, or to any provision of the RFP, that is not raised in writing on or before the last day of the question period is waived. At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State's web site <http://bgs.vermont.gov/purchasing/bids>. Every effort will be made to have these available as soon after the question period ends, contingent on the number and complexity of the questions.
 - 1.3. **SITE INSPECTION:** There will be one site-inspection held at the Waterbury State Office Complex on Wednesday, **November 16, 2011 at 10:00 AM**. Meet at the Command Center Trailer near the powerhouse smokestack.
2. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified firms or teams to provide a feasibility study of various options, identified in Paragraph (2.1), to determine the best long term solution for housing the approximately 1500 state employees displaced by Tropical Storm Irene. It should be noted that the number identified above (1500) is simply a recognition of the number of employees that were, pre-Irene, working out of Waterbury and is meant to convey the size and scope of the task facing the team and is subject to change based on the analysis, and best use of space as determined by the state.
 - 2.1. At this time, BGS anticipates a phased approach to this project that includes the following key steps:
 - a) Phase I: State evaluates proposals and selects qualified firm or team and enters into contract negotiations.
 - b) Phase II: As directed by the state, the qualified firm or team will be expected to:
 - (1) Provide their expertise and assist the state in assessing and evaluating the various options for providing appropriate and suitable work space for state employees. The options to be assessed and evaluated shall include the following:
 - **Return and Full Re-use:** Return and full reuse of the Waterbury Complex by the state. This may include retaining all buildings or a combination of selected historic buildings and new construction.
 - **Multi-use:** State to reoccupy a portion of the Complex along with other development opportunities for alternative uses of the site include public, public/private partnership or private ownership to buy, lease, subdivide, convert to condominiums, or any combination thereof. This may also involve mixed use of retail, office, and residential space. The Multi-use study shall also include the design of a building(s) for any state functions required to be displaced from the Complex to an alternate location in Waterbury or the immediate surrounding area. Alternate site to be determined.
 - **New Off Site Building:** Complete analysis of a new state office building(s). Site location(s) to be determined.
 - **Hybrid:** Ability to modify or recommend any combination thereof the above opportunities.
 - (2) Participate and facilitate discussions with the State, all involved parties; and

(3) Provide information and facilitate discussions with the Administration's Advisory Committee.

2.2. The selected firm or team must be ready and capable of assessments for each option identified to include:

- A thorough analysis of the proposed site(s) and best use; to include reports and analysis as required to explain the design concept.
- Schematic design level drawings; site plans, floor plans, elevations, and a rendering of each option
- A complete overall and detailed estimate of probable cost.

2.3. Firms / teams must identify if they or any members of their team submitted and response to the RFI or worked with a party that submitted a response to the RFI.

2.4. In any and all instances, Qualified Team shall consider the "highest and best use". For the purposes of this RFP, "highest and best use" means the reasonably probable and legal use of the properties, that is physically possible, appropriately supported, financially feasible, and incorporates the concepts identified in Paragraph 2.5.

2.5. The "highest and best use" of a facility shall incorporate priorities of state government including, but not limited to, environmental conservation, historic preservation, sustainability, and renewable energy that improves the efficiency and effectiveness of state government while focusing on customer service, and state employees.

a) Any proposed building, buildings, or rehabilitation of existing buildings will be expected to incorporate and utilize the highest level of development, technologies, and practices now readily available for the design, construction, and operation of facilities of this type and nature.

b) The firm will assume that they are not limited by the number, configuration, or condition of any existing structures. However, any plan must comply with the Vermont Historic Preservation Act 22 VSA §§ 701 et seq.

2.6. The RFP process is for the State's benefit and is intended to provide the State with competitive information to assist in the selection process. The information contained in this RFP is not meant to be comprehensive or all inclusive. The state expects respondent to the RFP to determine all factors and obtain all information necessary in support of the options identified.

3. **CRITICAL TIMELINE:** Qualified Team must meet the state's timeline.

Phase I – Contract executed and in place by January 3, 2012

Project Schedule:	Open Bids	December 6, 2011
	Contract Award	No later than January 3, 2012

Phase II – Feasibility Studies due incrementally with the final Feasibility Study due no later than March 2, 2012

Project Schedule:	Engage Studies	January 3, 2012
	Final Studies due	no later than March 2, 2012

4. **BACKGROUND:** The Waterbury Complex has approximately 700,000 gross square feet of office space and all ancillary space. Prior to the impact from Tropical Storm Irene on the area, the complex provided office space for approximately 1500 state employees from the Agencies/Departments of Human Services, Natural Resources, Agriculture, Public Safety, Human Resources, Buildings and General Services, and the Vermont State Hospital.

4.1. Current Status of Waterbury Complex: Currently the site and buildings have been cleaned of flood damage. Buildings are in the process of final drying and stabilization. Power, lighting, heating, mechanical controls, fire alarm, sprinkler, insulation, and sewer systems are being restored. Minor structural repairs and replacement of critical fire doors are in process. Architectural finishes, windows, and doors in flooded Basement/Ground floor areas and the elevators will not be restored/replaced until the future of the Complex is determined.

a) Zoning Summary: The Waterbury State Office Complex (WSOC) is a 100 acre parcel of land on the westerly side of Routes 2 and 100 in the center of Waterbury. The developed portion of the parcel is zoned Village Mixed Residential (VMR) and includes a variety of Residential, Commercial, and Public

Permitted and Conditional uses. The undeveloped portion of the parcel, located directly to the north of the developed portion is zoned Conservation (CNS) with limited Permitted and Conditional uses. While the land was never subdivided to our knowledge, the developed portion in the VMR district allows for Governmental uses as a Conditional use, but the Conservation Zone does not provide for Governmental Use within this district. There are provisions for extension of the boundaries of one zoning district to extend into an adjacent zoning district, but these dimensional limits are restricted as to how far one can extend into the other.

- b) Building(s) Square Footage: The list of buildings located at the WSOC that identifies the building name and square footage is available as Attachment A.
- c) Heat Plant: A summary of equipment and stack information is provided as Attachment B.
- d) Flood Plain: A Flood Plain map is available and provided as Drawing S-1.
- e) Elevators: All elevators will need to be heavily repaired and/or entirely replaced. No further action will take place by the State until the future use of the campus has been determined.
- f) Building Age: An inventory map with building ages is provided as Site Plan, Drawing 1, dated 12-1-1984. It does not include the 1990 Ag/Enviro Lab or the 2010 Forensics Lab.

5. KNOWLEDGE AND EXPERTISE:

5.1. **QUALIFICATION AND EXPERIENCE:** The Qualified Team shall demonstrate its qualifications and its experience relating to its ability to perform the requirements of this RFP in the following areas.

- Master planning of large building complexes
- Historic building analysis and restoration
- Flood proofing
- High performance energy conserving buildings and modeling
- Green building design
- Bio-fuel power plants
- Co-generation power plants
- Solar PV and solar hot water
- Air sealing and air barriers
- Commissioning of MEP and building envelope systems
- Demonstrated and successful track record with LEED for new and existing buildings is strongly advised
- Ability to work successfully with Efficiency Vermont

5.2. **TEAM AND SUB-CONSULTANTS:** In order to provide the full range of tasks described in the scope of work interested parties shall respond to this RFP as a team under the umbrella of a single primary architectural/engineer design firm and a single proposal. Qualifications and experience of all the firms participating as a team shall be presented in the proposal document. The single primary architectural/engineer design firm shall be identified for contractual purposes and to serve as the single point-of-contact for business functions.

6. GENERAL REQUIREMENTS:

6.1. **ECONOMY OF PRESENTATION:** Proposal shall not contain promotional or display materials. Proposals must address the technical and pricing requirements. All questions posed by the RFP must be answered concisely and clearly.

6.2. **COSTS OF PREPARING THE PROPOSAL:** The costs of preparation and delivery of the proposal are solely the responsibility of the architectural/engineer design firm.

6.3. **REJECTION OF PROPOSALS:** The State will reject any proposal outright and not evaluate it for any of the following reasons:

- a. The respondent fails to deliver the proposal by the due date and time.
- b. The respondent states that a service requirement cannot be met.
- c. The respondent's response materially changes a service requirement.
- d. The respondent initiates unauthorized contact regarding the RFP with State employees.

- e. The respondent provides misleading, conflicting or inaccurate responses.

In addition, the State reserves the right to accept or reject any part of any proposal, and to accept or reject any or all proposals without penalty. Any proposal may also be rejected outright for any one of the following reasons:

- a. The respondent's response limits the rights of the State.
 - b. The respondent consistently fails to timely include information necessary to substantiate that it will be able to meet service requirements that are necessary for the proposal to be adequately evaluated. A response of "will comply" or merely repeating the requirements is not sufficient.
 - c. The respondent fails to timely respond to the State's request for information, documents, or references.
 - d. The respondent fails to timely include any signature, certification, authorization, stipulation, disclosure or guarantee requested.
 - e. The respondent presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.
- 6.4. **METHOD OF AWARD:** Awards will be made in the best interest of the State. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time during the first year of the contract if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given to resident bidders of the state.
- 6.4.1. An Evaluation Committee will be formed to examine and evaluate all compliant proposals. The membership of the committee will be at the sole discretion of the State
- 6.4.2. **Evaluation Criteria and assigned point values:**

Evaluation Criteria	Assigned Point Values
Credentials and Qualifications (demonstrated knowledge and expertise)	300 points
Strength of Design Team	300 points
Ability to Meet Schedule	200 points
Project Approach	300 points
Fee Structure	200 points
	Total 1300 points

- 6.4.3. As these are the evaluation criteria upon which the selection will be based, proposals should respond to each criterion in a well-organized and detailed manner and in the order in which they are listed. Respond to each criteria, but restrict information to that requested. Unorganized, non-responsive, or excessive and irrelevant information may impede the state's review of proposals received.

Criterion 1: Credentials and Qualifications (demonstrated knowledge and expertise):

- Has team had experience with similar master planning projects of this scope and magnitude?
- Has team had experience with LEED rated system projects?
- Has team had experience with high efficiency energy projects? If so, make sure you identify what metric was used to measure/verify the "high energy" efficiencies.
- Has team had experience with historic building analysis and restoration?
- Has team had experience with flood proofing existing and/or new buildings?

Criterion 2: Strength of Design Team (proposing firm and sub-consultants):

- Team shall designate, in writing, a Team Leader to serve until the expiration of any resulting Contract.
- Has the team won any awards for green building design or energy conservation?
- Has the team demonstrated that they have a solid understanding of the technical aspects of the project?

- Has the team worked together before?
- What experience has the team had with designing buildings to “Advanced Buildings” protocol and “High Performance Design Guidelines”?
- Has the team successfully designed biomass heating or co-generation facilities?
- Has the team had experience with ground water source heating and cooling systems?
- Has the team had experience with large scale solar PV systems?
- Does the team include the services of a qualified architectural historian?

Criterion 3: Ability to Meet Schedule:

- Has the team established a detailed schedule for the project?
- Does the team have sufficient staff to perform in a timely manner?
- Can the team produce reports, documents and drawings within the desired time frame?

Criterion 4: Project Approach:

- Has the team identified how they will approach the project?
- What difficulties have they identified?
- How will they address those difficulties?

Criterion 5: Fee Structure:

- Is the fee structure competitive?

6.4.4. The State reserves the right at its sole discretion to invite the firm (s) with the highest evaluation score(s) to make a presentation of their proposal.

6.4.5. At the conclusion of the evaluation process, the evaluation committee will forward their proposed recommendation for award to the issuing officer.

- 6.5. **CONFIDENTIALITY:** The successful response will become part of the contract file and will become a matter of public record, as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 VSA, Chapter 5, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.
- 6.6. **PROPOSAL PROPERTY OF THE STATE:** All proposals become the property of the State of Vermont and shall not be returned to the firm unless all proposals are rejected.
- 6.7. **CONTRACT TERMS:** The selected firm will sign a contract with the State to provide the items named in their responses, at the prices listed. Minimum support levels, terms, and conditions from this RFP, and the vendor's response will become part of the contract. This contract will be subject to review throughout its term. The State will consider cancellation upon discovery that a vendor is in violation of any portion of the agreement, including an inability by the vendor to provide the products, support, and/or service offered in their response.
- a. **CONFLICTS BETWEEN TERMS:** The State reserves the right to accept or reject any exceptions taken by the Architectural/engineer design firm to the terms and conditions of this RFP. Should the Architectural/engineer design firm take exception to the terms and conditions required by the State, the Architectural/engineer design firm's exceptions may be rejected and the entire proposal declared non-responsive. The State may elect to negotiate with Architectural/engineer design firm regarding contracts terms that do not materially alter the substantive requirements of the RFP or the contents of the vendor's proposal.
- b. After the final selection, representatives of the State will meet with the successful firm for the purpose of finalizing an agreement that is acceptable to both parties. In the event that the parties do not achieve an acceptable agreement, the State reserves the right, at its sole discretion, to negotiate with other RFP respondents.

- 6.8. **NEWS RELEASES:** The firm's shall not make public any details pertaining to this procurement or any part of the proposal without the prior written approval of the State.
- 6.9. **VENDOR REGISTRATION QUALIFICATION REQUIREMENT:** Prior to execution of a contract with successful Architectural/engineer design firm, the successful Architectural/engineer design firm must be qualified to do business with the State of Vermont by registering with the Secretary of State as applicable, and by complying with any other applicable state requirements.
- 6.10. **STATEMENT OF RIGHTS:** The State of Vermont reserves the right to obtain clarification or additional information from any and/or all respondents necessary to properly evaluate a proposal. Firms may be asked to give a verbal presentation of their proposal after submission. Failure of a firm to respond to a request for additional information or clarification could result in rejection of that firm's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions.
- 6.11. **TAXES:** Most state purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. The contractor agrees to pay all Vermont taxes which may be due as a result of this contract. If taxes are to be applied to the purchase it will be so noted in the response.
- 6.12. **ORDER OF PRECEDENCE:** The order of precedence for documentation will be the State of Vermont Standard Contract Form and attachments, the bid document and any amendments, and the vendor's response and any amendments.
- 6.13. **SPECIFICATION CHANGE:** Any changes or variations in the specifications must be received in writing from the Office of Purchasing & Contracting. Verbal instructions or written instructions from any other source are not to be considered.
- 6.14. **AMENDMENTS:** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Contractor.
- 6.15. **NON COLLUSION:** The State of Vermont is conscious of and concerned about collusion. It should therefore be understood by all that in signing bid and contract documents they agree that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, all bidders should understand that this paragraph might be used as a basis for litigation.
7. **VENDOR RESPONSE CONTENT AND FORMAT:** The content and format requirements listed below are the minimum required for our evaluation. They are not intended to limit the content of the proposals; vendors may include additional information or offer alternative solutions which may be considered.

Proposals must be held firm and irrevocable and may not be withdrawn by prospective Vendors for a period of ninety (90) days following the proposal due date. In the event that the State and successful Architectural/engineer design firm are negotiating an agreement on or after the ninety (90) days have elapsed from the date of notice of intent to award or the date on which any appeal relative to this procurement are resolved, which ever is later, the Architectural/engineer design firm agrees to hold their offer pending execution of an agreement with the State.

Your attention is directed to special instructions regarding the bid proposal submissions. Two envelopes are required; one for the fee proposal, the second for the qualifications and other information. The contents of the proposal shall be as defined below for the Technical and Cost Proposal. Failure to adhere to these instructions will be cause for rejection of the firm's proposal. The complete proposal package, containing both the Technical Proposal and Cost Proposal, shall be marked as follows:

Vendor's Name and Address
RFP – Waterbury Office Complex – Feasibility Study
Proposal Due Date – December 6, 2011

A. TECHNICAL PROPOSAL: Proposals should respond to each criterion identified under Section 6.4.3 in a well-organized manner and in the order in which they are listed. Please ensure to use dividers with tabbed label to divide each section. Respond to each criteria but restrict information to that requested. Unorganized, non-responsive, or excessive and irrelevant information may impede the state's review of proposals received.

- Cover or Title Page
- Table of Contents
- Letter of Transmittal: Signed by an officer with the authority to bind the Vendor's proposal
- Executive Summary: A brief overview of the offered services
- Descriptive narrative approach to providing services as outlined in Sections 2.1 and criterion identified under Section 6.4.3

B. COST PROPOSAL:

- Cover or Title Page
- Price Schedule

7.1. NUMBER OF COPIES: Submit one (1) original "Official Proposal" and three (8) printed copies of the "Official Proposal", plus one electronic copy on CD, shall be received by issuing officer.

7.2. BACKGROUND: Provide a description of your background, organizational history, size and years in business. In addition, please include the following:

- Name of firm
- Form of business entity (e.g. corporation, partnership, etc.)
- State of incorporation (if a corporation)
- Home office address and telephone number

7.3. QUALIFICATIONS:

- During the last five (5) years, has the Architectural/engineer design firm or any sub-consultant had a contract terminated for any reason? If so, submit full details.
- During the last five (5) years, has the Architectural/engineer design firm or any sub-consultant been assessed any penalties under any existing or past contracts?
- During the last five (5) years has the Architectural/engineer design firm or any sub-consultant been the subject of any order, judgment or decree of any federal or state authority barring, suspending or otherwise limiting the right of the Architectural/engineer design firm/sub-consultant to engage in any business, practice or activity.
- Provide a list and summary of any pending or threatened litigation, administrative or regulatory proceedings and provide a statement whether such actions could affect your ability to perform the required services.

7.4. RECENT AND RELEVANT PROJECT EXPERIENCE: The Architectural/engineer design firm or sub-consultant shall provide the following information as evidences of its experience in delivering services such as those being sought under this RFP. Architectural/engineer design firm shall provide all information listed below:

- Project Name
- Client: Name, Address, City, State
- Contract Information for reference purposes

7.5. FEE STRUCTURE:

- Based on the respondents understanding of the options identified under Phase II Section 2.1, b) of the RFP and in consideration of the required timeframe for completing the analysis, estimate the total cost associated with requirements of this RFP. Additionally, submit the attached PRICE SCHEDULE of

titles, hourly rates, and job descriptions for any and all team members that will be providing services as part of this RFP; include all applicable taxes, fees, overhead, and all other direct or indirect expenses. The attached **Price Schedule** must be completed and submitted as part of the response for the proposal to be considered valid.

7.6. **CERTIFICATE OF COMPLIANCE:** This form must be completed and submitted as part of the response for the proposal to be considered valid.

8. **SUBMISSION INSTRUCTIONS:**

8.1. **CLOSING DATE:** The closing date for the receipt of proposals is **December 6, 2011 at 3:00 PM.**

8.2. The bid opening will be held at 10 Baldwin St, Montpelier, VT and is open to the public.

8.3. **SEALED BID INSTRUCTIONS:** All bids must be sealed and must be addressed to the State of Vermont, Office of Purchasing & Contracting, 10 Baldwin St - Montpelier, VT 05633-7501. **BID ENVELOPES MUST BE CLEARLY MARKED 'SEALED BID' AND SHOW THE PROPOSAL TITLE, OPENING DATE AND NAME OF BIDDER.**

8.3.1. All bidders are hereby notified that sealed bids must be received and time stamped by the Office of Purchasing & Contracting located at 10 Baldwin St - Montpelier, VT 05633-7501 by the time of the bid opening. Bids not in possession of the Office of Purchasing & Contracting at the time of the bid opening will be returned to the vendor, and will not be considered.

8.3.2. Office of Purchasing & Contracting may, for cause, change the date and/or time of bid openings or issue an addendum. If a change is made, the State will make a reasonable effort to inform all bidders by posting at: <http://bgs.vermont.gov/purchasing/bids>.

8.3.3. All bids will be publically opened. Typically, the Office of Purchasing & Contracting will open the bid, read the name and address of the bidder, and read the bid amount. However, the Office of Purchasing & Contracting reserves the right to limit the information disclosed at the bid opening to the name and address of the bidder when, in its sole discretion, the Office of Purchasing & Contracting determines that the nature, type, or size of the bid is such that the Office of Purchasing & Contracting cannot immediately (at the opening) determine that the bids are in compliance with the RFP. As such, there will be cases in which the bid amount will not be read at the bid opening. Bid openings are open to members of the public. Bid results are a public record however, the bid results are exempt from disclosure to the public until the award has been made and the contract is executed.

9. **DELIVERY METHODS:**

9.1. **U.S. MAIL:** Bidders are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to ensure bids are received and time stamped by the Office of Purchasing & Contracting prior to the time of the bid opening.

9.2. **EXPRESS DELIVERY:** If bids are being sent via an express delivery service, be certain that the RFP designation is clearly shown on the outside of the delivery envelope or box. Express delivery packages will not be considered received by the State until the express delivery package has been received and time stamped by the Office of Purchasing & Contracting.

9.3. **HAND DELIVERY:** Hand carried bids shall be delivered to a representative of the Division prior to the bid opening.

9.4. **ELECTRONIC:** Electronic bids will not be accepted.

9.5. **FAX BIDS:** FAXED bids will not be accepted.

10. **CONTRACT INFORMATION:** Selected firm will be required to meet the following expectations:

10.1. **TERMINATION FOR CAUSE:** If the architectural/engineer design firm fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any term of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments not in excess of fair compensation for completed services. Notwithstanding the above, the architectural/engineer design firm shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the architectural/engineer design firm.

10.2. **TERMINATION FOR CONVENIENCE:** The Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of the termination. Should the State exercise this provision, the architectural/engineer design firm shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Should the architectural/engineer design firm exercise this provision, the State shall have no liability to the Vendor except for documented services that can be effectively used by the State. The final decision as to what these services are shall be determined solely by the State.

10.3. **PROJECT MANAGEMENT & REPORTING**

- A. **Team Leader.** At the time of bid submission, each party shall designate, in writing, a Team Leader to serve until the expiration of this Contract. During the term of the Contract, the Team Leader shall be available to meet as mutually agreed, to review and plan the deliverables being provided under this Contract. The expectation of the state and the Team Leader is that the team will remain intact throughout the term of the contract. The Team Leader shall compile and distribute meeting minutes of each meeting with designated action items by responsible party.
- B. **Review Meetings.** During the review meetings the Team Leader shall discuss progress made by the Party in the performance of this Contract. Each party shall provide a status report, as desired by the State Project Manager, listing any problems or concerns encountered since the last meeting. Records of such reports and other communications issued in writing during the course of the Contract performance shall be maintained by each party.
- C. **Reports.** At the next scheduled meeting after which State's Project Manger has identified in writing a problem, the party responsible for resolving the problem shall provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion date of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution.
- D. **Problem Reporting Omissions.** The State's Project Manager's acceptance of a report shall not relieve the Party of any obligation under the Contract
- E. **Change Order Procedure.** The State may at any time request a modification to the Scope of Work using a change order. The following procedures for a change order shall be followed:
 - Written Request. The State shall specify in writing the desired modifications to the same degree of specificity as in the original Scope of Work.
 - The architectural/engineer design firm's response. The Party shall submit to the State a firm cost proposal for the requested change order within five (5) days of receiving the change order request.
 - Acceptance of the architectural/engineer design firm's Estimate. If the State accepts the cost proposal presented by the architectural/engineer design firm, the architectural/engineer design firm shall provide the modified deliverable subject to the cost proposal included in the architectural/engineer design firm response. The architectural/engineer design firm's provision of the modified deliverable shall be governed by the terms and conditions of this Contract.
 - Adjustment to Compensation. The parties acknowledge that a change order for this Contract may or may not entitle the architectural/engineer design firm to an adjustment in the architectural/engineer design firm's compensation or the performance deadline under this Contract.

11. **ATTACHMENTS:**

- 11.1. Attachment C: Standard State Contract Provisions (January 10, 2011)
- 11.2. Certificate of Compliance
- 11.3. Price Schedule
- 11.4. Sample A&E Contract Form
- 11.5. A&E Terms and Conditions
- 11.6. Map – High Water Marks, August 2011 Flood

11.7. Historic Photos & Sanborn Maps – Waterbury State Hospital

11.8. Waterbury Complex – Site Plan – 12-1-1984 (Includes building list with construction dates)

State of Vermont
ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Subrecipient expends \$500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than \$500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at: <http://finance.vermont.gov/forms>

10. **Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.
11. **Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
12. **Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. Taxes Due to the State:

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

- 15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
- 16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs or programs supported in whole or in part by federal funds.

(End of Standard Provisions)

RFP/PROJECT: Waterbury Office Complex – Feasibility Study
DATE: November 10, 2011

CERTIFICATE OF COMPLIANCE

This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

TAXES: Pursuant to 32 V.S.A. § 3113, bidder hereby certifies, under the pains and penalties of perjury, that the company/individual is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due to the State of Vermont as of the date this statement is made. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes.

INSURANCE: Bidder certifies that the company/individual is in compliance with, or is prepared to comply with, the insurance requirements as detailed in Section 7 of Attachment C: Standard State Contract Provisions. Certificates of insurance must be provided prior to issuance of a contract and/or purchase order. If the certificate(s) of insurance is/are not received by the Office of Purchasing & Contracting within five (5) days of notification of award, the State of Vermont reserves the right to select another vendor. Please reference the RFP and/or RFQ # when submitting the certificate of insurance.

CONTRACT TERMS: The undersigned hereby acknowledges and agrees to Attachment C: Standard State Contract Provisions and Attachment D Additional Terms and Conditions for Architectural and Engineering Services.

TERMS OF SALE: The undersigned agrees to furnish the products or services listed at the prices quoted. The Terms of Sales are Net 30 days from receipt of service or invoice, whichever is later. Percentage discounts may be offered for prompt payments of invoices, however such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

FORM OF PAYMENT: Would you accept the Visa Purchasing Card as a form of payment? ☐ Yes ☐ No

Insurance Certificate(s): Attached _____ Will provide upon notification of award _____

Delivery Offered: _____ days after notice of award Terms of Sale: _____
(If Discount)

Quotation Valid for: _____ days Date: _____

Name of Company: _____ Contact Name: _____

Address: _____ Fax Number: _____

_____ E-mail: _____

By: _____ Name: _____
Signature (Bid Not Valid Unless Signed) (Type or Print)

All returned quotes and related documents must be identified with our request for quote number.

STATE OF VERMONT
RFP – WATERBURY OFFICE COMPLEX – FEASIBILITY ANALYSIS
ISSUE DATE: NOVEMBER 10, 2011

PRICE SCHEDULE
Page 1 of 1

Based on the respondents understanding of the options identified under Phase II Section 2.1, b) of the RFP and in consideration of the required timeframe for completing the analysis, estimate the total cost associated with requirements of this RFP.

Total Cost: \$ _____

Additionally, submit the titles, hourly rates, and job descriptions for any and all team members that will be providing services as part of this RFP; include all applicable taxes, fees, overhead, and all other direct or indirect expenses. The attached **Price Schedule** must be completed and submitted as part of the response for the proposal to be considered valid.

FIRM NAMES	Team Member(s)	HOURLY RATE
Lead Firm:		\$
		\$
		\$
Sub-Consultant:		\$
		\$
		\$
Sub-Consultant:		\$
		\$
		\$
Sub-Consultant:		\$
		\$
		\$

Date: _____

Name of Firm: _____ Signature of Firm: _____

MASTER COPY DISTRIBUTED _____
(Contractor, Accounting, Regional Director, Project Manager, DFM)
DEPARTMENT OF BUILDINGS AND GENERAL SERVICES
(Revised 08/2011)

CONTRACT NO.:*

DEPT. ID: *

PROJECT #: *

THE STATE OF VERMONT

STANDARD FORM OF AGREEMENT BETWEEN
STATE OF VERMONT OR ANY AGENCY
THEREOF AND ARCHITECT

AGREEMENT

made this _____ day of _____ in the year of Two Thousand Eleven.

BETWEEN Agency of Administration
Department of Buildings and General Services
Two Governor Aiken Avenue
Montpelier, Vermont 05633-5801 the Owner, and
(Name of Agency)

_____ the ARCHITECT.
(Name and Address)

It is the intention of the Owner to

hereinafter referred to as the Project.

The Owner and the ARCHITECT agree as set forth below:

The period of performance under this contract shall commence on * DATE, and end on *, DATE.

MAXIMUM LIMITING AMOUNT \$ *

PROJECT DESCRIPTION:

- I. THE ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement.
- II. THE OWNER shall compensate the ARCHITECT, in accordance with the Terms and Conditions of this Agreement in one of the following manners:

(Project Manager needs to select one of the following paragraphs that identifies whether compensation is based on an Hourly Rate or Lump Sum Fixed Fee)

A. Compensation based on Hourly Rate:

FOR THE ARCHITECT'S BASIC SERVICES, as described in Paragraph 1.1, a Basic Fee computed as follows:

Principals' time at the fixed rate of _____ dollars (\$_____) per hour. For the purpose of this Agreement, the Principals are:

Employees' time computed at a multiple of _____ (_____) times the employees' Direct Personnel Expenses as defined in Article 4.

Services of professional consultants at a multiple of _____ (_____) times the amount billed to the ARCHITECT for such services.

The amount of said fee shall not in any event exceed _____ dollars (\$_____)

OR

A. Lump Sum or Fixed Fee

FOR THE ARCHITECT'S BASIC SERVICES, as described in Paragraph 1.1, a Basic Fee of a Lump Sum of dollars (\$_____) determined by multiplying the estimated construction cost by _____%.

PLUS

B. THE ARCHITECT'S REIMBURSABLE EXPENSES, amounts expended as defined in Article 5.

C. FOR THE ARCHITECT'S ADDITIONAL SERVICES (if any), as described in Paragraph 1.3, a fee computed as follows:

Principals' time at the fixed rate of _____ dollars (\$_____) per hour. For the purposes of this Agreement, the Principals are:

Employees' time computed at a multiple of _____ times the employees' Direct Personnel Expense as defined in Article 4.

Additional services of professional consultants authorized in writing by the Owner at a multiple of (_____) times the amount billed to the ARCHITECT for such additional services.

D. THE TIME AND FURTHER CONDITIONS OF PAYMENT shall be as described in Article 6.

III. THE ARCHITECT shall complete those duties set forth in Paragraphs 1.1, through 1.1.28 of this Agreement on or before _____, 20__.

- a. It is understood that any delay caused by the Owner shall result in a corresponding extension of the period specified herein. It is the obligation of the Architect to notify Owner of the delay and to initiate a change order amending and extending the date in paragraph III immediately above.
- b. THE ARCHITECT shall include one (1) complete set of reproducible record prints, which shall be submitted to the Owner prior to final payment for basic services to the ARCHITECT.

The following Paragraph III (c) should be deleted if compensation based on hourly rate is selected in II (A).

- c. THE ARCHITECT'S fee for basic services shall be adjusted at the completion of the design development phase by

multiplying the accepted probable construction cost by the percentage in Paragraph II (A). For purposes of determining the ARCHITECT's fee, the construction cost is exclusive of any contingency. In the event that the Owner and the ARCHITECT cannot agree on an "accepted probable construction cost", the Owner may at his option terminate the contract and pay the ARCHITECT fees due up to the point of termination or direct the ARCHITECT to develop construction documents and to bid these documents. In the later case, the ARCHITECT's fee shall be based on the accepted construction bid or the ARCHITECT's statement of probable construction cost at the design development phase, whichever is least.

OPTIONAL

- d. The accepted probable construction cost used to determine the ARCHITECT's fee (above) shall be converted to a "fixed limit of construction cost" by adding a bidding contingency of 5%. This fixed limit of construction cost shall be established as a condition of this Agreement per Article 3.5.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S SERVICES

1.1 BASIC SERVICES \$

The ARCHITECT's Basic Services consist of the five phases described below. Except as specifically provided for herein, the ARCHITECT shall provide to the Owner all civil, structural, mechanical and electrical engineering in connection with the Project.

The ARCHITECT shall ensure the project complies with all applicable codes in effect at the time of the design, including but not limited to:

Vermont Fire and Safety Building Code available online at <http://www.dps.state.vt.us/fire/rules.htm>
2005 Vermont Guidelines for Energy Efficient Commercial Construction (Energy Code) available online at <http://www2.iccsafe.org/states/vermont/>

The ARCHITECT, as directed by the Owner, will be required to integrate STATE OF VERMONT DEPARTMENT OF BUILDINGS AND GENERAL SERVICES DESIGN GUIDELINES into the development of the design for this project. The latest version is available online at <http://bgs.vermont.gov/sites/bgs/files/pdfs/BGS-Facilities-Engineering-Guidelines.pdf>.

Written reports delivered under the terms of this contract shall be printed using both sides of the paper.

SCHEMATIC DESIGN PHASE \$

- 1.1.1 The ARCHITECT shall consult with the Owner to ascertain the requirements of the Project, and the ARCHITECT and the Owner shall confirm such requirements in writing.
- 1.1.2 The ARCHITECT shall prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and relationship of Project components for and until approval by the Owner.
- 1.1.3 The ARCHITECT shall conduct meetings with the Owner, Efficiency Vermont, and relevant members of the design team, to review the Project and elicit ideas for consideration in developing the most energy efficient project supportable by funding opportunities and consistent with program intent.
- 1.1.4 The ARCHITECT shall prepare for the Owner an initial accounting of how the Project may respond to LEED criteria considering available opportunities.
- 1.1.5 The ARCHITECT shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs.

DESIGN DEVELOPMENT PHASE \$

- 1.1.6 The ARCHITECT shall prepare from the approved Schematic Design Studies, the Design Development Documents consisting of drawings (including at least architectural, structural, mechanical and electrical plan, building sections; finish schedule), outline specifications following the Construction Specification Institute "CSI" Format and other necessary documents to fix and describe the size and character of the entire Project as to its site, structural, mechanical, and electrical systems, materials and other such essentials as may be appropriate, for and until approval by the Owner.
- 1.1.7 The ARCHITECT shall conduct meetings with the Owner, Efficiency Vermont, and relevant members of the design team, to review the Design Development Documents for the purposes of furthering the energy efficiency objectives of the Project.
- 1.1.8 The ARCHITECT shall prepare for the Owner a revised accounting of how the Project is responding to LEED criteria.
- 1.1.9 The ARCHITECT shall submit to the Owner a revised Statement of Probable Construction Cost based thereon.

CONSTRUCTION DOCUMENTS PHASE \$

- 1.1.10 The ARCHITECT shall prepare from the approved Design Development Documents the Contract Document consisting of the working drawings and specifications (following the CSI Format) setting forth in detail the requirements for the construction of the entire Project, and all necessary bidding information; and shall assist in the preparation of bidding forms, the Condition of the Contract, and the form of the Agreement between the Owner and the Contractor, for and until approval by the Owner.
- 1.1.11 The ARCHITECT shall prepare for the Owner a revised accounting of how the Project responds to LEED criteria.
- 1.1.12 The ARCHITECT shall submit to the Owner in writing a Revised Statement of Probable Construction Cost based thereon indicated by changes in requirement or general market conditions.
- 1.1.13 The ARCHITECT shall assist the Owner as requested in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.
- 1.1.14 The ARCHITECT shall submit the bid set, at 90% completion of the construction documents, to Efficiency Vermont for construction document review.
- 1.1.15 The ARCHITECT shall prepare and submit complete set of contract bid documents; drawings to be stamped and signed in PDF format and an unstamped set in .dwg format with a complete set of specifications in Microsoft Word, to the Owner at no additional cost.

BIDDING OR NEGOTIATION PHASE \$

- 1.1.16 The ARCHITECT, following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, shall provide the Owner with any documents, assistance, or revised construction documents necessary for the Owner to: obtain bids or negotiated proposals; award and prepare construction contracts.

CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT \$

- 1.1.17 The Construction Phase will commence with the award of the Construction Contract and will terminate when final payment is made by the Owner to the Contractor.
- 1.1.18 The ARCHITECT, shall work with the Owner during the construction of the Project to provide the administration of the contract between the Owner and the Contractor in accordance with the terms herein and consistent with the contract between the Owner and the Contractor, and the extent of his duties and responsibilities and the limitations of his authority as assigned there under shall not be modified without his written consent.
- 1.1.19 The ARCHITECT shall advise and consult with the Owner and all of the Owner's instructions to the Contractor shall be issued through the ARCHITECT after authorization by the Owner.
- 1.1.20 The ARCHITECT shall, at all times, have access to the work wherever it is in preparation or progress.
- 1.1.21 The ARCHITECT shall make periodic visits to the Project site, at least biweekly, and shall make such further visits when reasonably requested by the Owner, as to familiarize himself with the progress and quality of the work

performed and as to determine, on the basis of such visits, if such progress and quality are in accordance with the Contract Documents. The ARCHITECT shall be responsible for project meeting minutes. In addition to this, the ARCHITECT shall periodically report his findings thereon to the Owner, at such times as in the exercise of his professional judgment such findings are appropriate and at least monthly, at the conference provided for in Section 1.1.22, and further at such times as the Owner may reasonably request. The ARCHITECT shall not be required to make exhaustive or continuous on-site inspections, except as required in the exercise of his professional judgment for said reports and except in particular, to fulfill the commissioning requirements. The ARCHITECT shall not be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work, and he shall not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents except as provided for herein specifically between the Owner and the ARCHITECT.

- 1.1.21.1 In preparing the bid documents, to the extent that the ARCHITECT utilizes sub-consultants for their expertise, such as, but not limited to: Civil, Structural, Mechanical, and Electrical Engineers these consultants, in effect, become an extension of the ARCHITECT. Where the term ARCHITECT is used in Section 1.1.18 it shall include those sub-consultants when work is being performed in their area of expertise. For example, the Mechanical Engineer would inspect the under slab plumbing before it is backfilled, but then wouldn't necessarily be needed on site until the rest of the mechanical systems are being installed. The sub-consultant shall also be required to periodically inspect the progress of the "as-builts" and verify that they are up to date and verify such to the ARCHITECT, before the ARCHITECT issues the certificate of payment for that pay period.
- 1.1.22 Based upon his determination and reports made under Section 1.1.21 of this Agreement and upon the Contractor's applications for payment, the ARCHITECT shall once every month, after an on-site conference between the Owner, the Contractor and the ARCHITECT, determine the amount then owing to the Contractor and shall then issue a certificate of payment for the amount agreed upon. The issuance of a Certificate for Payment shall constitute a representation by the ARCHITECT to the Owner, based on such ARCHITECT's determination and report and the data supplied to him by the Contractor (without affecting his duties defined in Section 1.1.21), that the work has progressed to the point indicated; that the quality of the work is in accordance with the Contract Documents (subject to the results of any specified subsequent tests required by the Contract Documents, to immaterial and insubstantial deviations from the Contract Documents, which will be corrected prior to completion, and to any further specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to such payment in the amount certified. Provided, however, the issuance of such certificate will not affect any obligations of the Contractor to the Owner. By issuing a certificate for payment, the ARCHITECT shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the monies paid on account of the contract sum. It is understood that the ARCHITECT can not accept any part of the work for the Owner; he can only recommend acceptance. Final acceptance is a right reserved for the Owner.
- 1.1.23 The ARCHITECT shall be, in the first instance, the interpreter of the requirements of all Construction Documents, and shall have all requisite authority relating thereto for the purposes of authorizing the Contractor to proceed or stop with any component of the project. The ARCHITECT shall not be liable to the Owner for any loss or cost incurred by the Owner arising from delays in the construction schedule caused by any decision made by the ARCHITECT in the reasonable exercise of professional judgment either to exercise or not to exercise his authority to stop the Work.
- 1.1.24 The ARCHITECT shall review and approve shop drawings, samples and other submissions of the Contractor as in conformance with the design concept and the information in the Contract Documents and the designs and plans relating to the Project, and shall from time to time report to the Owner his findings thereon.
- 1.1.25 The ARCHITECT shall prepare all change orders and supporting data for the Owner's approval.
- 1.1.26 The ARCHITECT shall conduct inspections to determine the Dates of Substantial Completion and Final Completion, and shall receive written guarantees and related documents assembled by the Contractors and shall issue a final certificate of payment in accordance with Section 1.1.22.
- 1.1.27 The ARCHITECT shall be responsible for system commissioning in accordance with BGS design guidelines and as indicated in the BGS commissioning specifications. The ARCHITECT shall inspect, and document, each and every system to ensure that it complies with design intent, including but not limited to: system installation, system operation, and seasonal changeover.
- 1.1.28 Except in the manner specifically provided for herein, the ARCHITECT shall not be responsible to the Owner for the acts or omission of the Contractor or any of his agents or employees, or any other person not an employee or agent of the ARCHITECT performing work on the Project. The ARCHITECT shall be responsible for and shall pay

the amount of any increase in the total Contract Price or the total Change Orders Price, which increase results from an error, inconsistency, or omission in the Contract Documents or instructions, other than those which are approved in writing by the Owner.

- 1.1.29 Architect shall furnish to the Owner, a complete set of marked up drawings and specifications showing all the changes to the Construction Documents made by Addenda, Change Orders, Shop Drawings, RFIs and other information received from the Clerk. The changes to the drawings are to be created on a separate layer in the .dwg set and highlighted in a box, cloud or the like in the PDF set. The specifications are also to differentiate the changes made by highlighting in a box, cloud, etc. and be provided in Microsoft Word. These drawings and specifications shall be supplied within three (3) months of the date of Substantial Completion and before final payment.

1.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

- 1.2.1 The Owner may at its option secure the services of a person known as a Clerk-of-the-Works, referred to herein as a "Clerk". A Clerk shall, for all purposes of this Agreement, report and be solely responsible to the Owner. The Owner may at any time dismiss the Clerk for cause; however, any such action shall not affect the Owner's and ARCHITECT's obligations under this Agreement. In such event, the Owner shall use their best efforts to secure the services of a Clerk under this paragraph as soon as is practicable.
- 1.2.2 The Clerk shall make continuous and complete on-site inspections of the work performed on the Project, to the extent reasonable under all the circumstances. The on-site inspections of the work performed and any reports prepared by the Clerk will be made available to the ARCHITECT for use in making his Determination and Report under this Agreement, however the use of the clerk's on-site inspections or reports does not relieve the Architect from his obligations under paragraph 1.1.22 of this agreement and it is solely the responsibility of the Architect to ensure that that the work has progressed to the point indicated and that the quality of the work is in accordance with the Contract Documents. Further, through such on-site observations by the Clerk, the ARCHITECT shall endeavor to provide protection for the Owner against defects in the Work, but the furnishing of such Clerk shall not: (1) make the ARCHITECT responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents; or (2) Relieve the Architect from his obligation to exercise due diligence and ensure that the work has progressed to the point indicated and that the quality of the work is in accordance with the Contract Documents

1.3 ADDITIONAL SERVICES

The following services are not covered in Paragraphs 1.1 or 1.2. If any of these Additional Services are authorized in writing by the Owner, they shall be paid for by the Owner as hereinbefore provided.

- 1.3.1 Providing special analyses of the Owner's needs, programming the requirements of the Project and assistance to the permitting process.
- 1.3.2 Providing financial feasibility or other special studies.
- 1.3.3 Providing planning surveys, site evaluations, or comparative studies of prospective sites.
- 1.3.4 Revising previously approved Drawings, Specification or other documents to accomplish changes not initiated by the ARCHITECT, except as provided in Paragraph 3.5.1.
- 1.3.5 Providing the required services to execute all Owner-initiated Change Orders.
- 1.3.6 Preparing documents for alternate bids requested by the Owner.
- 1.3.7 Providing Detailed Estimates of Construction Costs.
- 1.3.8 Providing consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing professional services of the type set forth in Paragraphs 1.1 and 1.2 as may be required in connection with the replacement of such work.
- 1.3.9 Providing professional services made necessary by the default of the Contractor in the performance of the Construction Contract.
- 1.3.10 Providing Contract administration and observation of construction after the Contract Time has been exceeded by

more than twenty percent (20%) through no fault of the ARCHITECT.

- 1.3.11 Providing services not caused by errors, inconsistency or an omission of the ARCHITECT after final payment to the Contractor.
- 1.3.12 Providing the services required for or in connection with the selection of furniture and furnishings.
- 1.3.13 Providing services for planning tenant or rental spaces.
- 1.3.14 Making measured drawings of existing construction when required for planning additions or alterations thereto, except as otherwise herein provided.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

- 2.1 The Owner shall provide full information regarding ~~his~~its requirements for the Project on or before _____, 20**.
- 2.2 The Owner shall designate a representative authorized to act in its behalf with respect to the Project. The Owner or its representative shall examine documents submitted by the ARCHITECT and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the ARCHITECT's work.
- 2.3 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.
- 2.4 The Owner shall secure for itself such legal, accounting and insurance counseling services as may be necessary for the Project and such auditing services as he may require to ascertain how or for what purposes the Contractor has used the monies paid to him under the Construction Contract.
- 2.5 The services, information, surveys and reports required by Paragraphs 2.3 shall be furnished at the Owner's expense, and the ARCHITECT shall be entitled to rely upon the accuracy of the reports related to the structural, mechanical, chemical and other laboratory tests, inspections and reports required by law or the Contract Documents.
- 2.6 If the representative appointed under Paragraph 2.2 observes or otherwise becomes aware of any fault or defect in the project or non-conformance with the Contract Documents, he shall give prompt written notice thereof to the ARCHITECT.
- 2.7 The Owner shall furnish information required of him as expeditiously as necessary for the orderly progress of the work.

ARTICLE 3

CONSTRUCTION COST

- 3.1 Construction Cost to be used as a basis for determining the ARCHITECT's Fee for all work designed or specified by the ARCHITECT, including labor, materials, equipment and furnishings, shall be determined as follows, with precedence in the order listed.
 - 3.1.1 For completed construction, the accepted construction bid, or the ARCHITECT's latest Statement of Probable Construction Cost, whichever is the least.
 - 3.1.2 For work not constructed, the lowest bona fide bid received from a qualified bidder for any or all of such work, or the ARCHITECT's latest Statement of Probable Construction Cost, whichever is the least.
 - 3.1.3 For work for which bids are not received, the latest Detailed Cost Estimate, or the ARCHITECT's latest Statement of Probable Construction Cost, whichever is the least.
- 3.2 Construction Cost does not include the fees of the ARCHITECT and consultants, the cost of the land, rights-of-way, or other costs, which is the responsibility of the Owner as provided in Paragraphs 2.3 through 2.4.
- 3.3 Labor furnished by the Owner for the Project, however, with respect only to the construction of such

components thereof as have been designed by the ARCHITECT, shall be included in the Construction Cost at current market rates. Materials and equipment furnished by the Owner shall be included at current market prices, except that used materials and equipment shall be included as if purchased new for the Project.

- 3.4 Statements of Probable Construction Cost and Detailed Cost Estimates prepared by the ARCHITECT represent his/her best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the ARCHITECT nor the Owner has any control over the cost of labor, materials, or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the ARCHITECT cannot and does not guarantee that bids will not vary from any Statement of Probable Construction Cost or other cost estimate prepared by him.
- 3.5 When a fixed limit of Construction Cost is established as a condition of this Agreement, it shall include a bidding contingency of five (5%) percent unless another amount is agreed upon in writing. When such a fixed limit is established, the ARCHITECT in consultation with the Owner shall be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, and to make reasonable adjustments in the scope of the Project to bring it within the fixed limit. The ARCHITECT with the approval of the Owner may also include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit.
- 3.5.1 If the lowest bona fide bid or the Detailed Cost Estimate exceeds the latest statement of Probable Construction Cost, the Owner shall (1) give written approval of an increase in the construction cost, or (2) authorize rebidding the Project, or (3) cooperate in revising the Project scope and quality as required to reduce the probable construction cost, (4) discontinue the project and pay the ARCHITECT as specified in paragraph 6.1.2 up to and through Bidding or Negotiation Phase. In the case of (3), the ARCHITECT, without additional charge, shall modify all drawings and specifications as necessary to bring the latest bona fide bid within the latest Statement of Probable Construction Cost; provided, however, that the ARCHITECT will not be liable to the Owner for any loss or cost incurred by the Owner caused by the delay arising from the making of such modifications.

ARTICLE 4

DIRECT PERSONNEL EXPENSE

- 4.1 Direct Personnel Expense of employees engaged on the Project by the ARCHITECT includes ARCHITECTS, engineers, designers, job captains, draftsmen, specification writers and typists, in consultation, research and design in producing Drawings, Specifications and other documents pertaining to the Project, and in services during construction at the site.
- 4.2 Direct Personnel Expense includes actual cost and of mandatory and customary financial benefits paid.

ARTICLE 5

REIMBURSABLE EXPENSES

- 5.1.1 Expenses of transportation and living when traveling in connection with the Project for other than regular trips from the office to the site, and for long distance calls. All travel outside of the State of Vermont must be approved by the Owner prior to the expense thereof becoming reimbursable.
- 5.1.2 Expenses of reproduction, postage and handling of Drawings and Specifications, excluding copies for ARCHITECT's office use and triplicate sets at each phase for the Owner's review, use and approval; and fees paid for securing approval of authorities having jurisdiction over the Project.
- 5.1.3 If authorized in advance by the Owner in writing, the expense of overtime work requiring higher than regular rates; perspectives or models for the Owner's use; and fees of special consultants for other than the normal structural, mechanical and electrical engineering services.
- 5.1.4 It is the intent of the Owner that the ARCHITECT shall obtain, at the expense of the Owner, all necessary borings, soil engineering, and other information required in connection with the Project, but only after estimated costs thereof have been submitted and have been approved in writing by the Owner. The ARCHITECT shall provide to the Owner such detailed cost estimates required by either the Owner or the ARCHITECT, at the Owner's expense, but only after estimated costs thereof have been submitted and have been approved in writing by the Owner.
- 5.1.5 The ARCHITECT shall furnish at the request of the Owner and at the expense of the Owner, a satisfactory land survey of the site giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property;

rights-of-way, restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private.

- 5.1.6 The ARCHITECT shall exercise his best judgment and selection in obtaining the information described in Sections 5.1.4 and 5.1.5 and shall be entitled to rely on the accuracy of such information, survey and tests.

ARTICLE 6

PAYMENTS TO THE ARCHITECT

- 6.1 Payments on account of the ARCHITECT's Basic Services shall be made as follows:
- 6.1.2 Monthly payments shall be made to the ARCHITECT by the Owner within 30 days of the receipt by the Owner of an itemized invoice in accordance with this Agreement. Progress payments for Basic Services shall be in proportion to the services performed within each phase of service, not to exceed the following percentages:
- | | | |
|-----------------------------------|-----|-----|
| Schematic Design Phase | 15% | |
| Design Development Phase | | 20% |
| Construction Documents Phase | 40% | |
| Bidding or Negotiation Phase | 5% | |
| Construction Administration Phase | 20% | |
- 6.2 In all events, the ARCHITECT shall submit his completed itemized accounting of all costs monthly to the Owner, and the Owner shall make all payments within 30 days of receipt of the invoice.
- 6.3 No deductions shall be made from the ARCHITECT's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.
- 6.4 If the Project is suspended for more than three months or abandoned in whole or in part, the ARCHITECT shall be paid his compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all terminal expenses resulting from such suspension or abandonment.

ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

- 7.1 Records of the ARCHITECT's Direct Personnel, Consultant and Reimbursable Expenses pertaining to the Project, and records of accounts between the Owner and the Contractor, shall be kept on a generally recognized accounting basis and shall be available to the Owner or its authorized representative at mutually convenient times, at no additional cost to the Owner.

ARTICLE 8

TERMINATION OF AGREEMENT

- 8.1 This agreement may be terminated by either party upon the giving of seven (7) days written notice to the other party. In the Event of termination by the Owner for any reason other than a failure to perform on the part of the ARCHITECT, the ARCHITECT shall be entitled to receive payment for the actual services rendered and for sums he irrevocably committed to the date of notice of termination. In the event that the ARCHITECT shall be irrevocably committed to purchase any materials, supplies, or other tangible articles, the Owner shall be entitled to receive all such materials, supplies, or tangible articles when paid for. In the event of termination on the part of the ARCHITECT, the ARCHITECT shall be entitled to receive payment for services and disbursements actually rendered or paid to the date of notice of termination, less any expenses which the Owner may be put to as a result of the termination by the ARCHITECT over and above the total sum agreed to herein. In the event that the ARCHITECT shall have been paid in full for services and expenses previously rendered or paid as of the date of notice of termination, the ARCHITECT agrees to promptly pay the Owner the additional expense above referred to upon submission of statement of such expense to the ARCHITECT by the Owner.
- 8.2 It is understood that a breach on the part of the Owner of this Agreement shall be sufficient reason for the ARCHITECT to be relieved of the additional expense referred to in this paragraph.

- 8.3 Notwithstanding any of the foregoing, the Owner's obligations under this Agreement shall cease when the funds appropriated for this agreement are expended.

ARTICLE 9

OWNERSHIP OF DOCUMENTS

- 9.1 Ownership of Documents: All products of Architects work, including all drawings, specifications, estimates, and all other documents, including shop drawings, calculations, etc., prepared at any time in connection with the Project, are the sole property of the State, whether the work is executed or not and may not be copyrighted or resold by Architect. The contractor hereby agrees to furnish drawings in .dwg and PDF formats, final PDF drawings are to be stamped and signed; final .dwg drawings do not need to be stamped or signed. Specifications, estimates and all other electronic documents are to be in or converted to Microsoft Office: Word, Excel, Project, etc. Any project documents that are not in or converted to one of the above electronic formats, contractor is to provide three (3) copies of all such documents. All .dwgs documents shall be submitted in AutoCAD 2004 format or newer with all items embedded including Xrefs and photos. Contractor to verify compatibility with the State's CADD unit prior to using any AutoCAD specialty software suite or product (civil, mechanical, map, etc.). Furnish all custom support cad files (fonts, line types, plot styles, etc.) All drawings to include a configured layout tab with sheet border and viewports for printing. All electronic files are to be submitted on an optical disc, CD or DVD in a format suitable for use by Buildings and General Services. These documents are to be provided at no additional cost to the State.

PLAN SECURITY CERTIFICATION

- 9.2 ARCHITECT acknowledges that the plans pertaining to this project have been declared exempt from public record inspection for security reasons and have been disclosed to Contractor as per 1 V.S.A. §317(c)(32) for the performance of the Work specified herein. Contractor hereby expressly acknowledges and agrees to disclose plans only to a licensed architect, engineer, or Contractor who is bidding on or performing work on or related to buildings, facilities, infrastructures, systems, or other structures owned, operated, or leased by the state.

Furthermore, ARCHITECT agrees to abide by BGS Administrative Policy # 35 and any existing or future directives set forth by the State concerning the copying or distribution of the plans. Fraud, misrepresentation, falsification, or concealing or covering up material facts relating to compliance with these directives may result in one or more of the following actions: termination of the contract(s), suspension of bidding privileges, withholding, deducts, forfeiture of security bonds, and criminal prosecution punishable by imprisonment of up to five years and/or up to a \$10,000 fine as per 13 V.S.A. §3016.

ARTICLE 10

SUCCESSORS AND ASSIGNS

- 10.1 The ARCHITECT hereby agrees that he/she will not assign the performance of this Agreement to any other ARCHITECT not specifically mentioned herein without the prior written consent of the Owner, provided, however, that this Agreement will inure to the benefit of and be binding upon the partners, successors, assigns or legal representatives of the ARCHITECT.
- 10.2 The ARCHITECT hereby agrees that he/she shall personally perform, or personally supervise, all of the services or work in connection with the Project as are designated as the duties and obligations of the ARCHITECT under this agreement, and further, the ARCHITECT agrees that he is solely responsible for the performance of the services herein, designated as those of the ARCHITECT.

ARTICLE 11

TAXES

- 11.1 The State is exempt from all sales and federal excise taxes. ARCHITECT will be responsible for the payment of any sales, consumer, use and other similar taxes for the Work or portions thereof provided by the ARCHITECT which are legally enacted at the time bids are received, whether or not yet effective.

ARTICLE 12

CHANGES TO ARCHITECT AGREEMENT

12. The State may increase, decrease, or alter the work or materials, or it may otherwise modify the specifications or conditions of the project to be furnished hereunder, and any changes occasioned thereby, including any changes in amounts to be paid hereunder, shall be in the form of a change order which shall be agreed to and approved in writing by the Commissioner of the Department of Buildings and General Services, and which shall become a part of this Contract. Verbal instructions, from any source, shall not be valid. No claim or defense may be made under the Contract with respect to such changes unless agreed to in writing.

ARTICLE 13

GENERAL

- 13.1 This agreement consists of ____ pages including the following attachments which are incorporated herein.

ATTACHMENT C: Standard State Provisions for Contracts and Grants, a preprinted form (revision dated 01/10/2011)

ATTACHMENT D: Standard State Provisions - Architect/Engineer Professional Service Agreement (dated April 12, 2011)

ORDER OF PRECEDENCE

- 13.2 Order of Precedence: Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) Attachment D (Standard State Provisions - Architect/Engineer Professional Service Agreement)
- (4) List other attachments in order of precedence

- 13.3 The obligations and duties contained in Articles, 4, 5, 11, of the Architects' Agreement with the state shall apply to subcontractors of the Agreement as well as to the ARCHITECT. The ARCHITECT agrees to include Articles 4, 5, 11 in all subcontracts. The ARCHITECT has complied with and shall continue to comply with all requirements with respect to qualification to do business in Vermont and registration with the office of the Secretary of State. In the event that all or a portion of the project is to be subject to a subcontract, it shall be the responsibility of the ARCHITECT to determine that the subcontractor has complied with the above requirements of registration and qualification.

- 13.4 Paragraph headings are inserted for convenience only and are not to be relied upon for content.

This Agreement executed the day and year first written above.

OWNER: Department of Buildings
and General Services
(Name of State Agency)

ARCHITECT: _____
(Name of Firm)

By _____

By _____

Attachment D

Standard State Provisions

Architect/Engineer Professional Service Agreement

Attachment C, Paragraph 6 is deleted in its entirety and replaced with the following:

6. Independence, Liability, Indemnity:

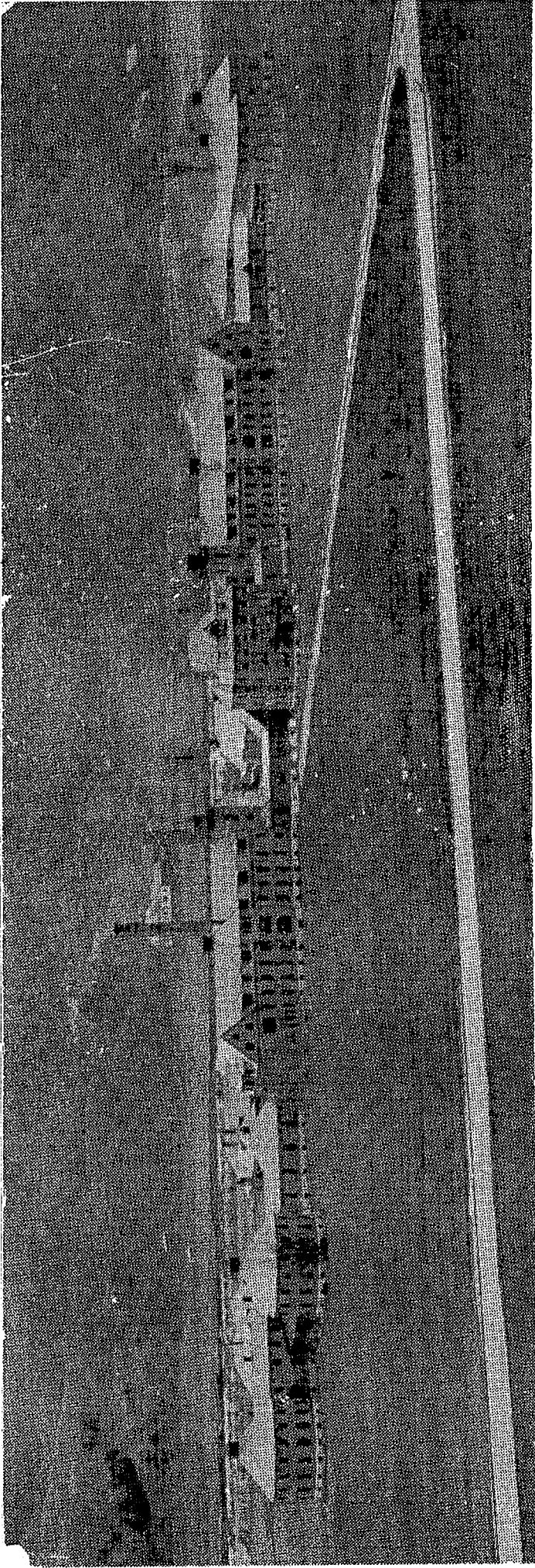
- A. The Party will act in an independent capacity and not as officers or employees of the State.
- B. This Agreement requires the Party to provide professional services in the design and/or engineering of all or a part of the Project to which this Agreement relates. This is not an Agreement for construction services. However, construction administration, observation or certification services may be required on the part of the Party if this Agreement so provides. Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for all services performed under this Agreement, with minimum coverage as required by the Agency of Administration but not less than \$1,000,000 per claim and \$2,000,000 policy aggregate.
- C. The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in providing “non-professional services” under this Agreement. As used herein, “non-professional services” means services provided under this Agreement other than professional services relating to the design and/or engineering of all or part of the project. The State shall notify the Party in the event of any such claim or suit covered by this Subsection C, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit arising out of “non-professional services” provided under this Agreement.
- D. Notwithstanding anything to the contrary set forth in Subsection C above, the Party shall not be obligated to defend the State and its officers and employees against claims or suits arising from the Party’s provision of engineering design services or architectural design services. However, the Party’s obligation to defend the State and its officers and employees against all claims or suits arising out of “non-professional services” provided under this Agreement as provided in Subsection C above and the Party’s other obligations under Attachment C shall remain in effect.
- E. The Party agrees to indemnify and hold the State, its officers and employees, harmless from and against monetary damages to third parties, together with reasonable costs, expenses and attorney’s fees incurred and paid by the State in defending claims by third parties (collectively “Damages”) but only in the event and to the extent such Damages are incurred and paid by the State as the proximate cause of negligent acts, errors or omissions (“Professional Negligence”) by the Party, its employees, agents, consultants and subcontractors, in providing the professional services required under this Agreement.

F. As used herein, "Professional Negligence" or "negligent acts, errors or omissions" means a failure by the Party to exercise that degree of skill and care ordinarily possessed by a reasonably prudent design professional practicing in the same or similar locality providing such services under like or similar conditions and circumstances.

G. The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party arising from the provision of "non-professional services" (as defined herein) under this Agreement.

H. The Party shall not be obligated to indemnify the State for any Damages incurred by the State attributable to the State's own negligent acts, errors or omissions or the negligent acts, errors or omissions of its officers, agents or employees, or the acts, errors, omissions or breach of Agreement by persons or entities other than the Party, its employees, agents, consultants and subcontractors.

I. After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

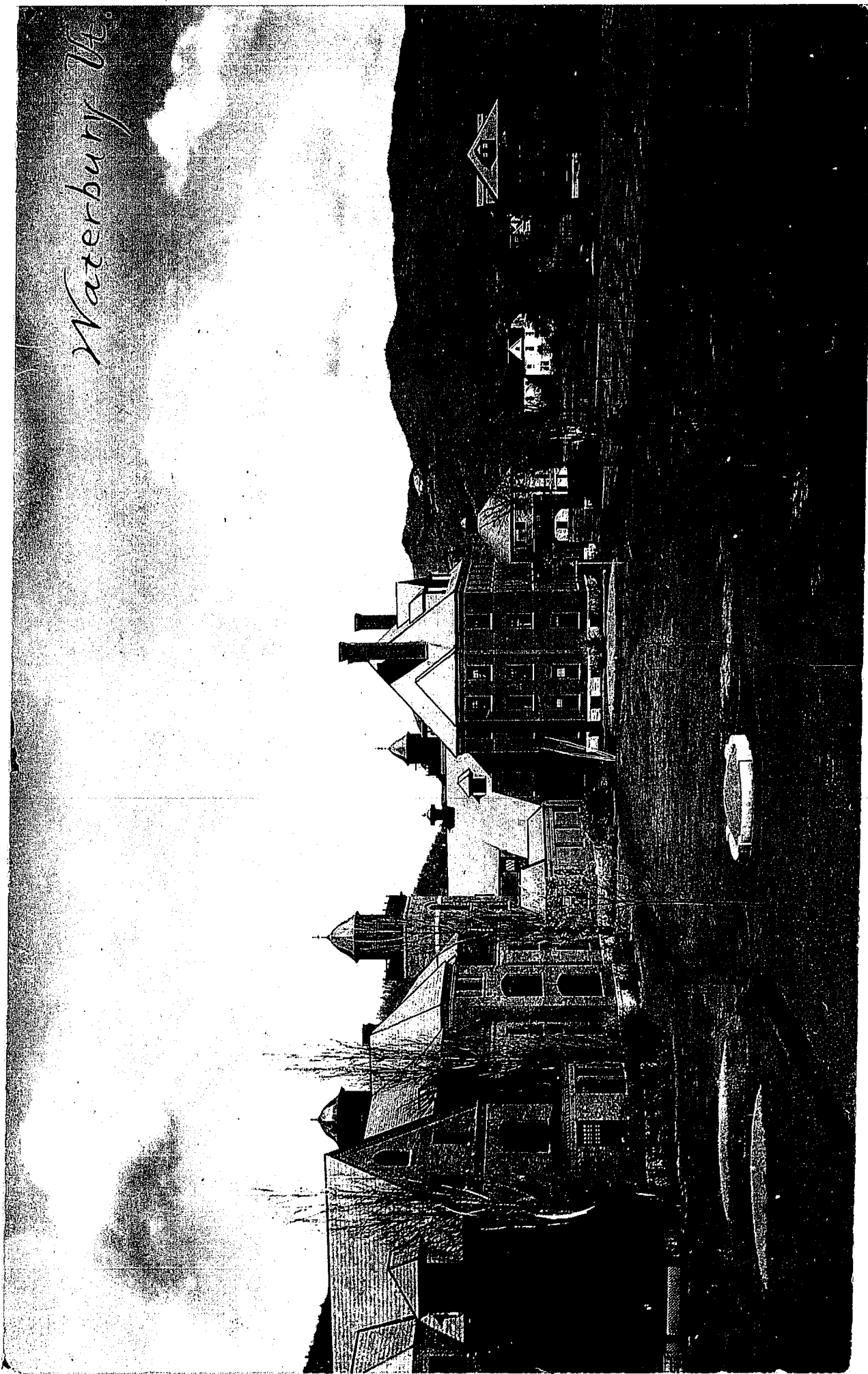


VERMONT STATE HOSPITAL FOR THE INSANE, WATERBURY, VT.

I could not get that book down here
so would like very much to have you send
down yours. Hope you got home alright.
Myrtie.



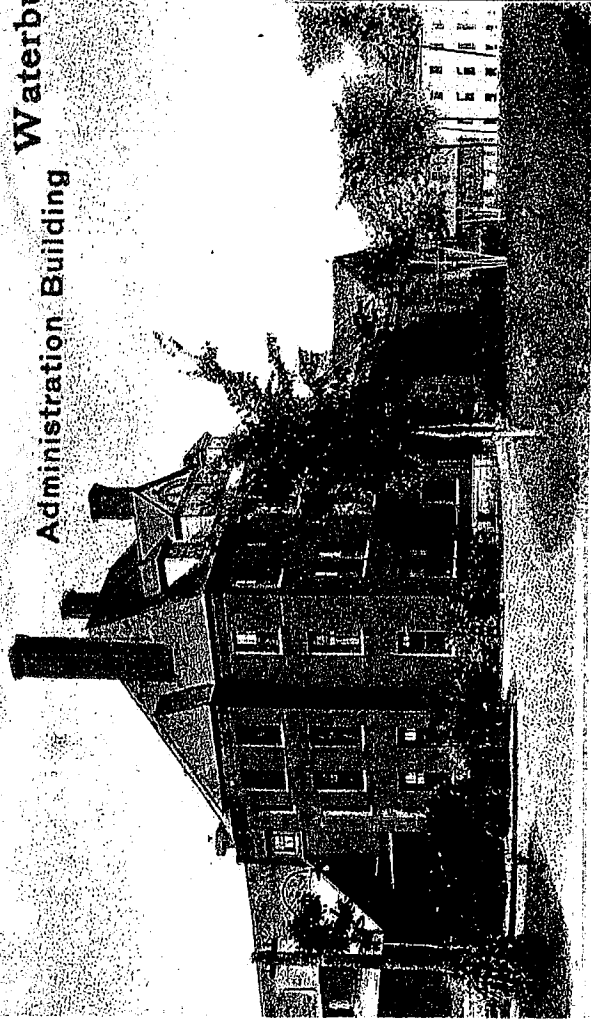
Waterbury Vt.



Administration Building

Waterbury, Vt.

First, Second and Third Hall and Administration Building,
Vermont State Asylum for the Insane



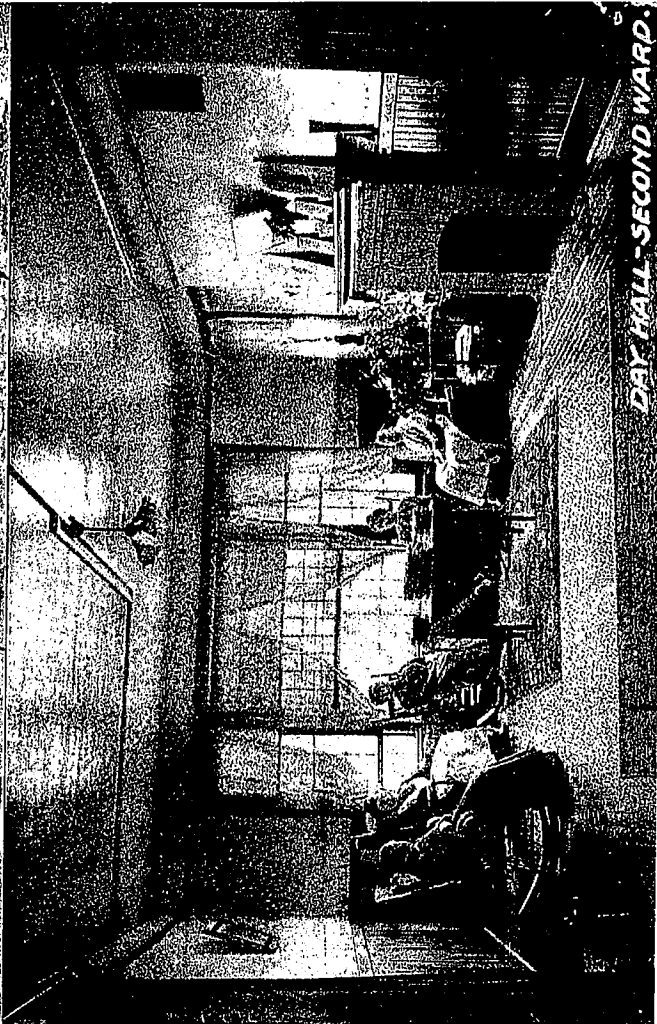
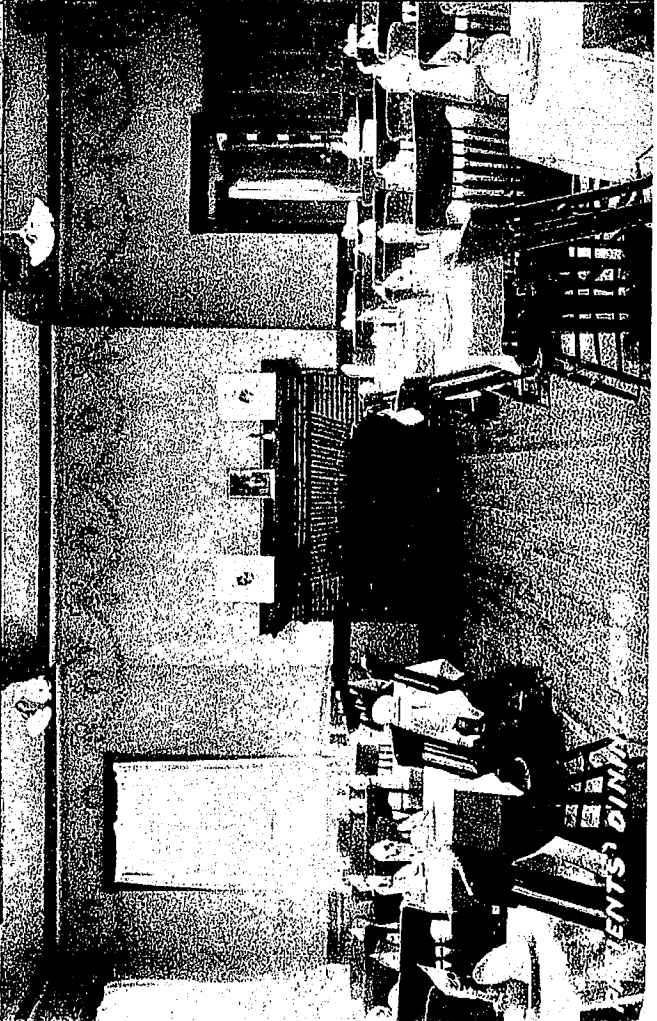
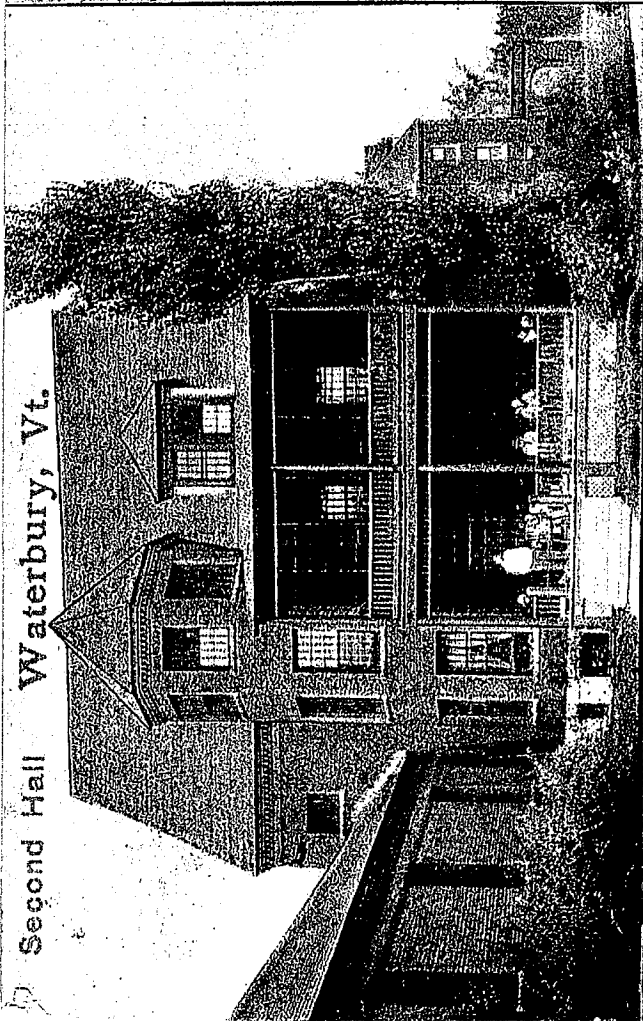
Pathological Building



Women's Ward



Second Hall Waterbury, Vt.

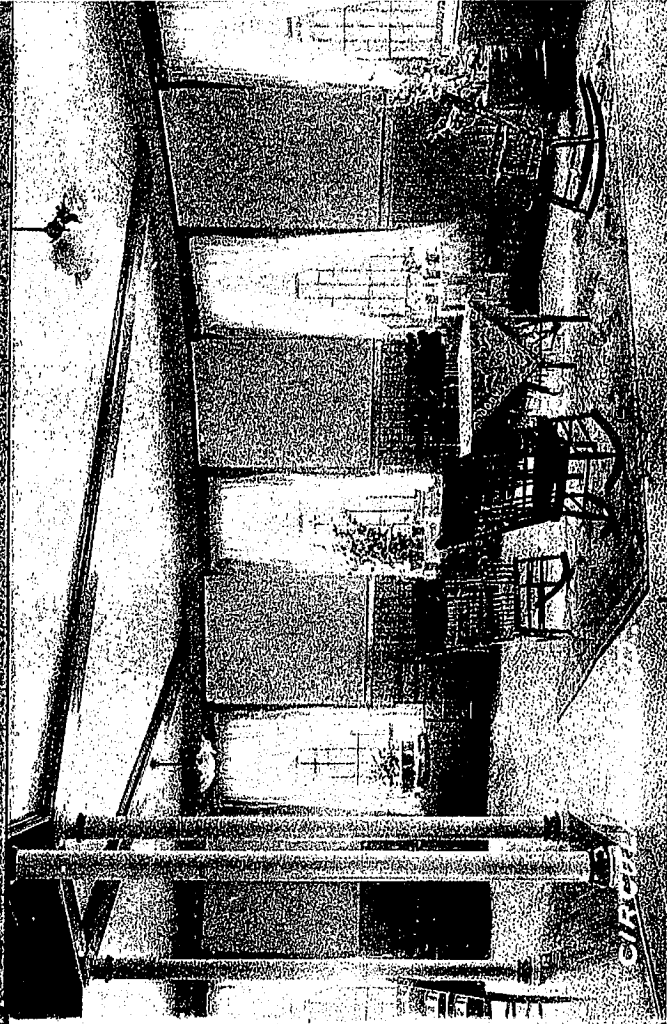
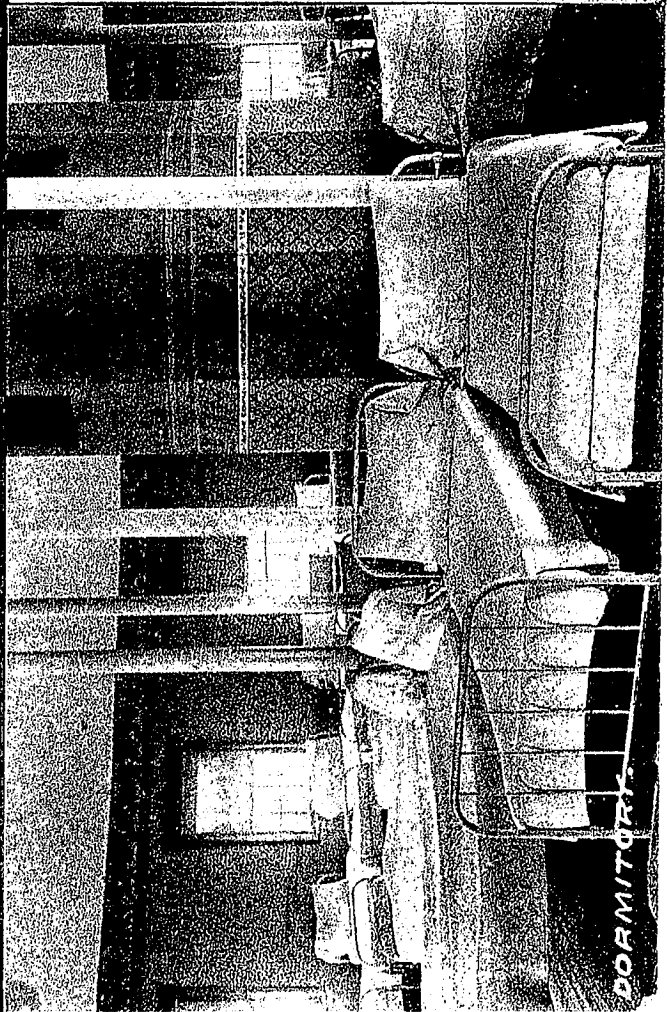
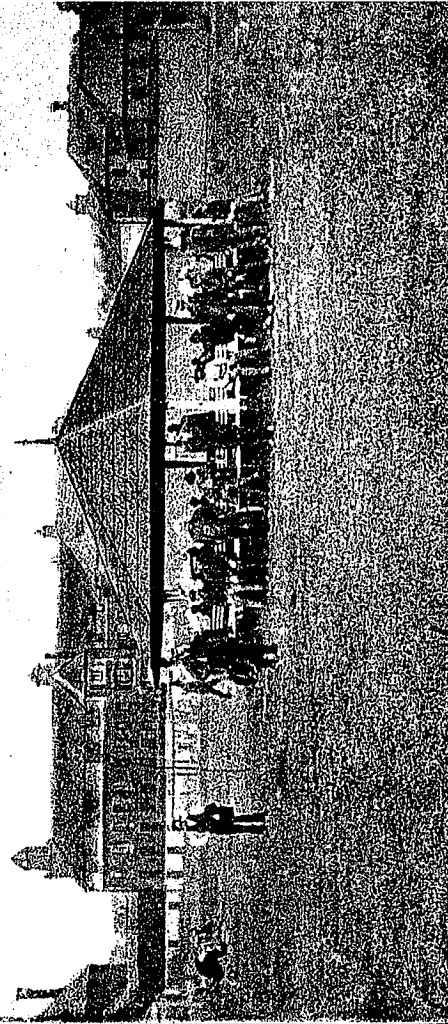
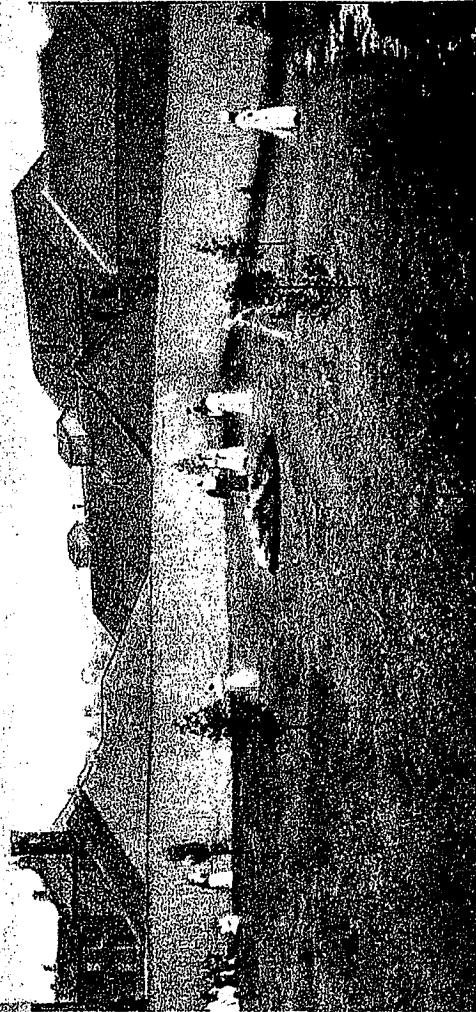


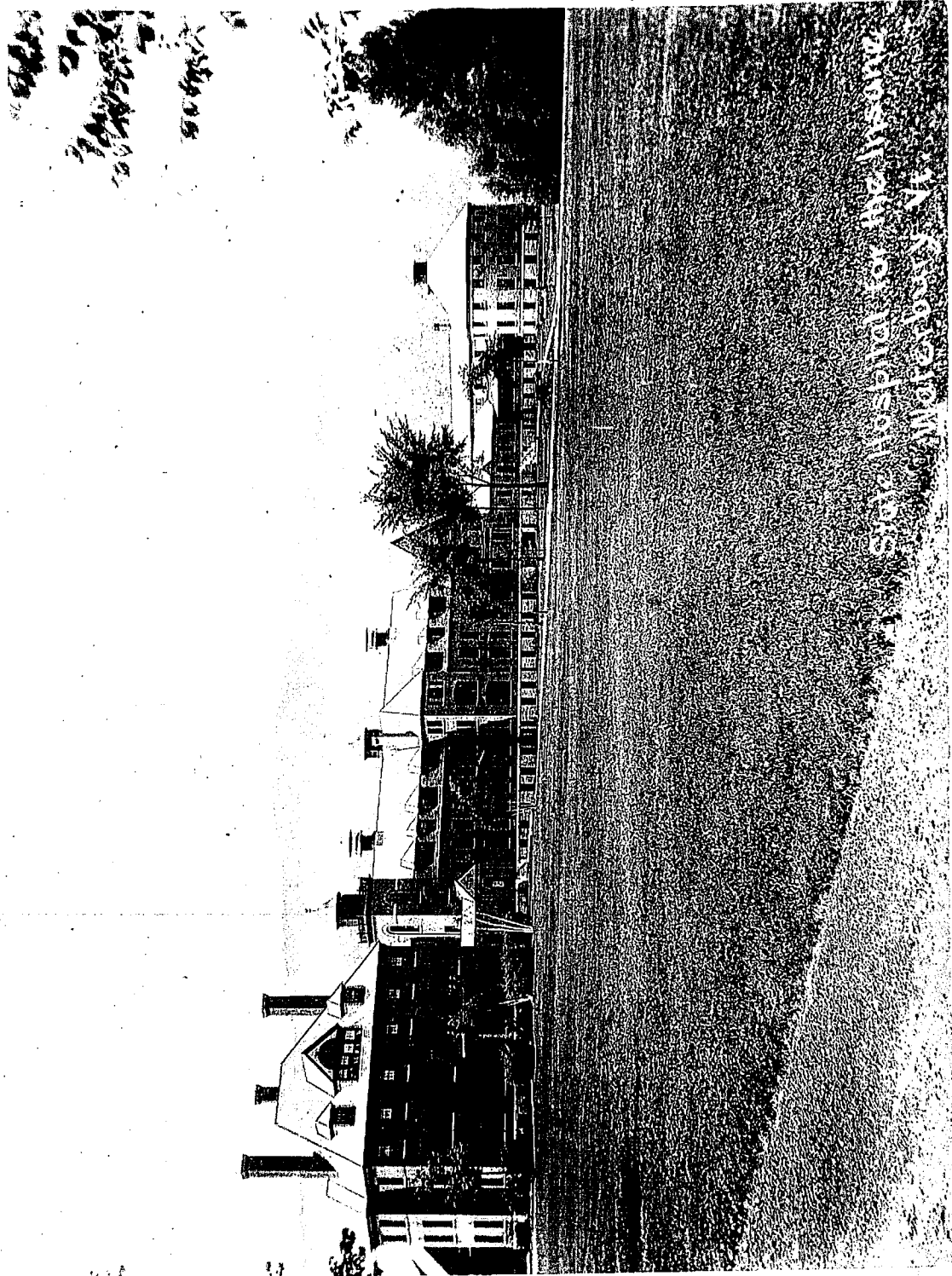
DAY HALL - SECOND WARD.

Exercise Yard

Waterbury, Vt.

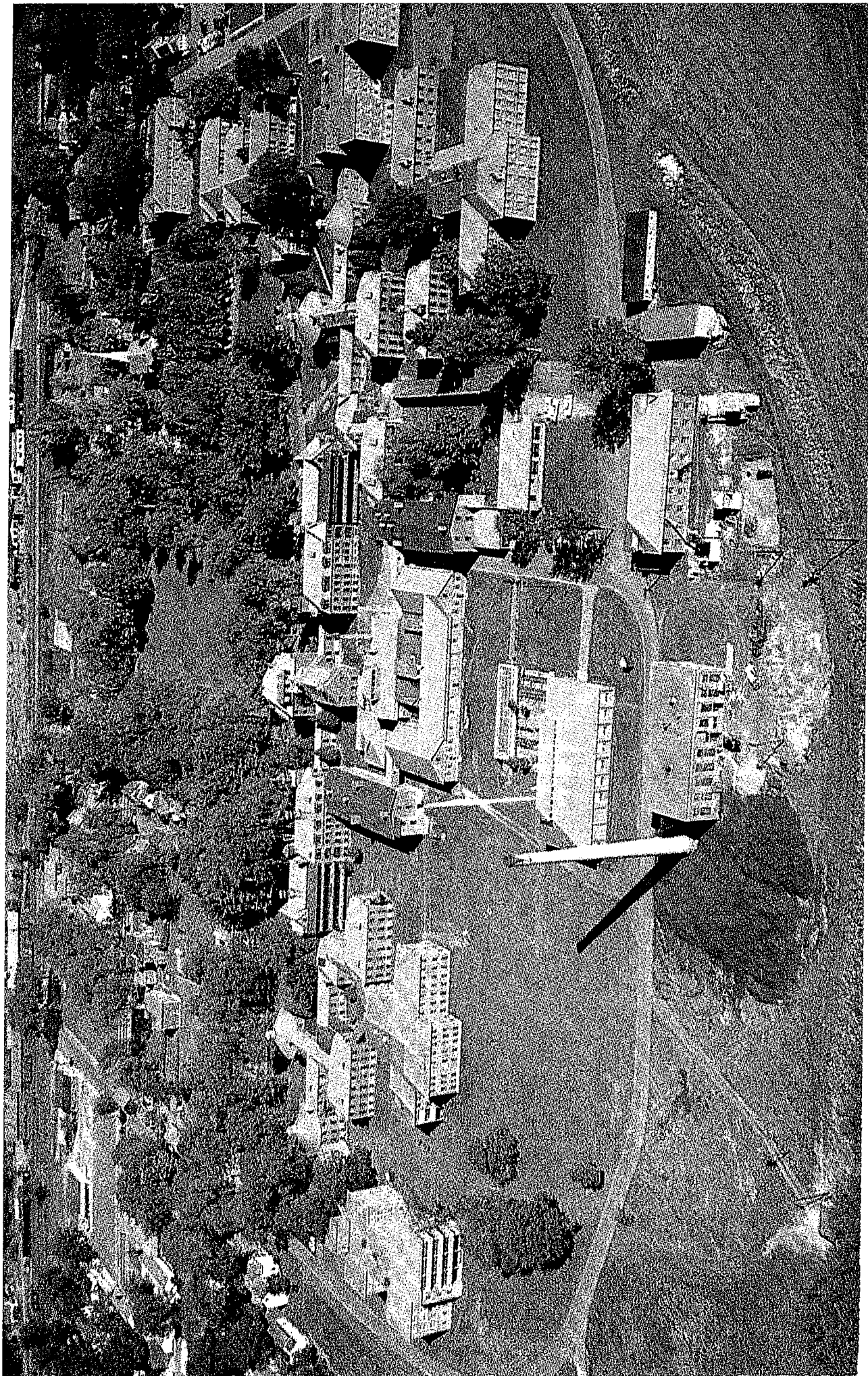
Exercise Grounds, Vermont State Asylum for the Insane

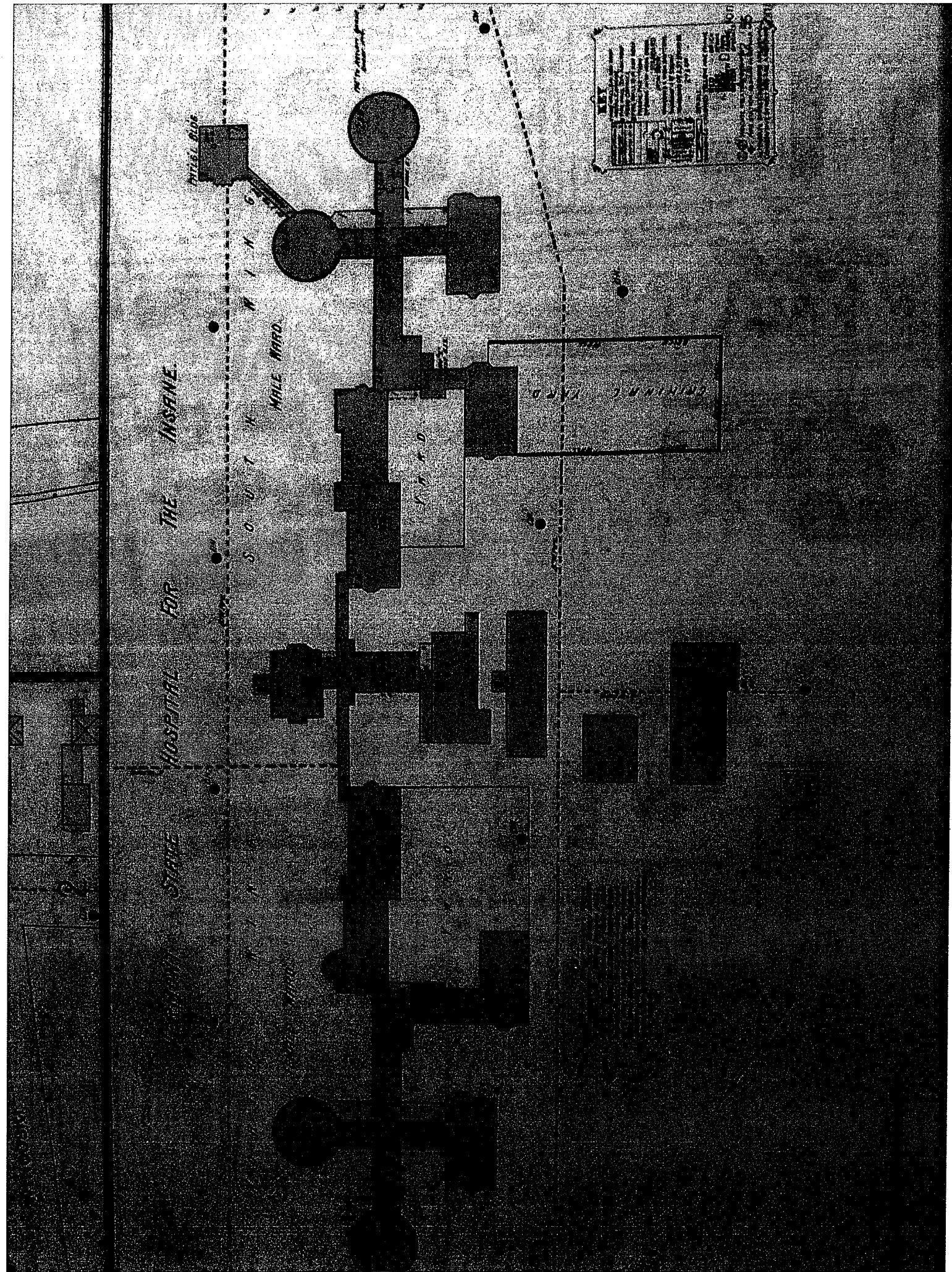


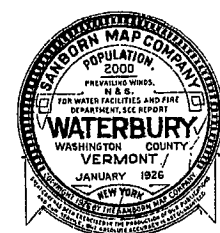


State Hospital for the Insane
Waterbury, Ct.

Home again with
 Calm Dr. & Mrs go on
 the new train now
 had a pleasant journey
 Sept 11





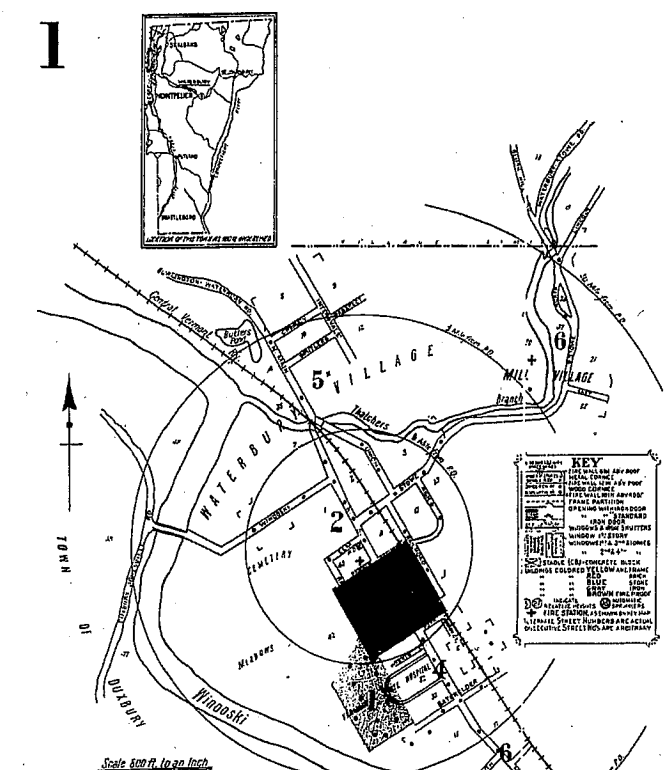


-INCLUDING-
**WATERBURY-CENTER, COLBYVILLE,
DUXBURY AND MILL VILLAGE.**

WATER FACILITIES:
System owned by Village. Gravity system fed direct from
Spring, located 1 mile N.E. of town. Two 5' mains
from spring, one to the 100,000 gal. reservoir,
located about 1/2 mile from P.O. at an elevation
of 100 ft. above business center.
About 2 miles of fire main, 6" to 8" laid 1900-1915.
Average pressure 40 lbs. on 4" D.C. not including
3 direct branches of Vermont State Hospital.

FIRE DEPARTMENT:
Consists of 13 volunteer members, chief & asst. chief.
Equipment:
One engine, hose & alarm, water truck with two 40 gal.
chemical tanks.
Three ladders each carrying 500 ft. 1 1/2" hose.
One A.L. truck.
This equipment is drawn by private autos, respond-
ing to alarm of electric bells at village hall.
Hose available hose about 1500 ft.

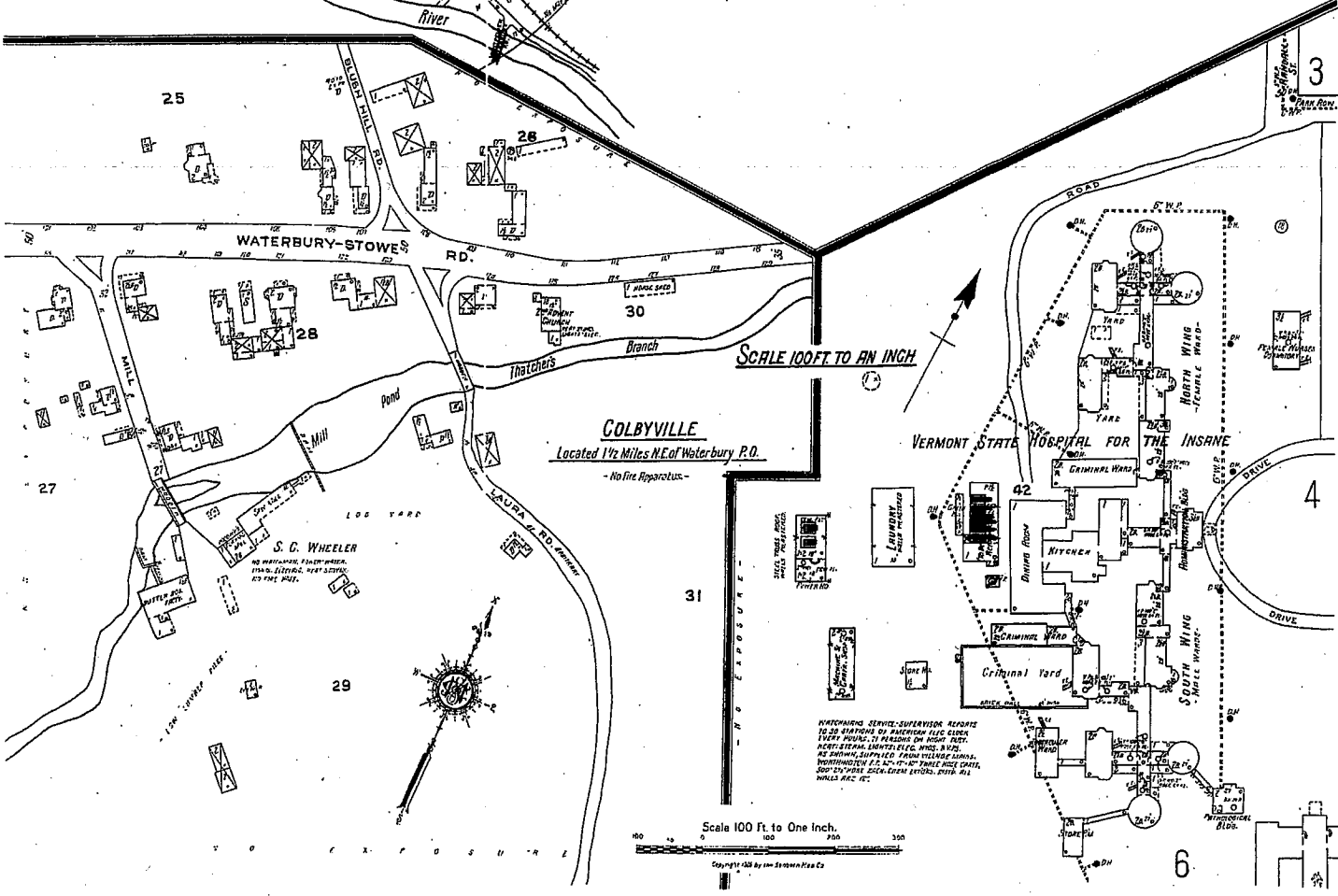
Streets graded and hard surfaced, Main St. Paved.
Public Ledges Electric.
Grades Level.
No fire limits.



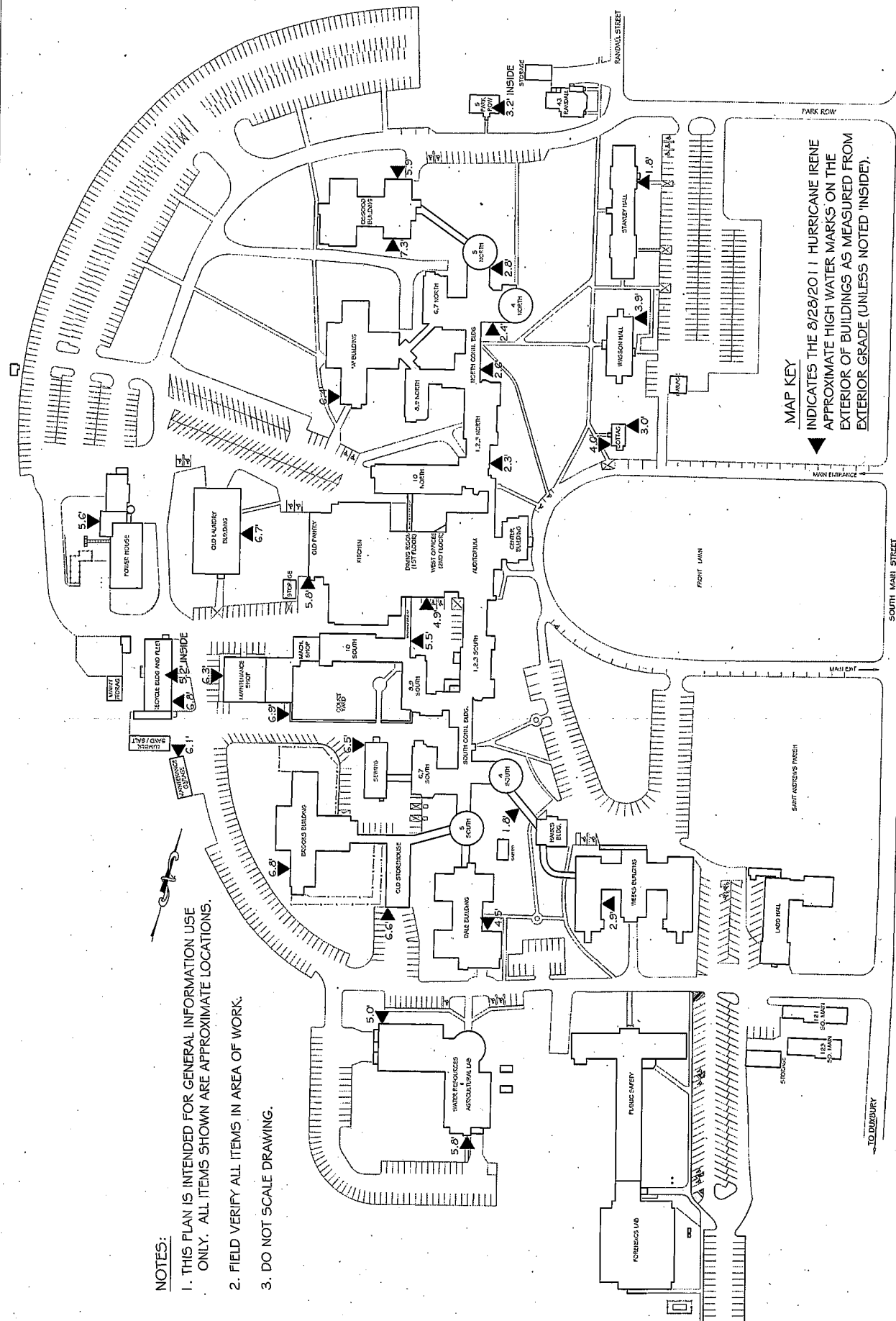
STREETS	NAME	NUMBER	SECTION
Adams Court	A	1-19	1
Bathelmer	B	1-19	1
Blush Hill Road, at Colbyville	C	1-19	1
Baker	D	1-19	1
Cherry	E	1-19	1
Demerit Place	F	1-19	1
East, at Mill Village	G	1-19	1
Kim	H	1-19	1
Pearson	I	1-19	1
Harvey Court	J	1-19	1
Howell Ave., at Waterbury Center	K	1-19	1
Interval	L	1-19	1
Jonesville Road, at Duxbury	M	1-19	1
Leaves Road (early), at Colbyville	N	1-19	1
Leaves Court	O	1-19	1
Main, at Duxbury	P	1-19	1
Union	Q	1-19	1
Waterbury Road, at Duxbury	R	1-19	1
Warren Court	S	1-19	1
Waterbury Stone Road	T	1-19	1
Winchell	U	1-19	1
Woodstock	V	1-19	1
Woolstock	W	1-19	1
Woolstock	X	1-19	1
Woolstock	Y	1-19	1
Woolstock	Z	1-19	1

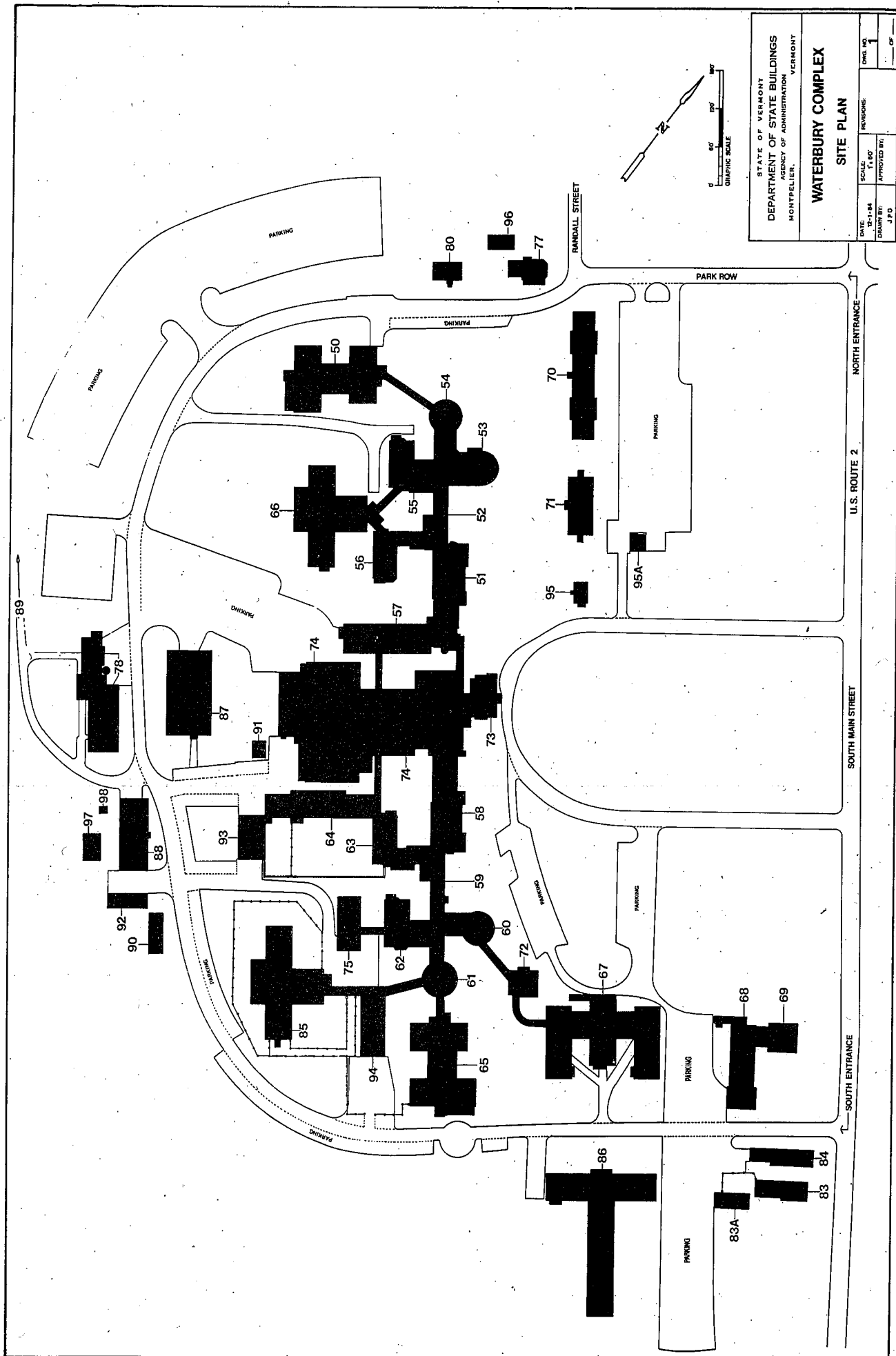
SPECIALS

St. Andrew's Roman Catholic Church	1
St. John's Roman Catholic Church	2
St. Mary's Roman Catholic Church	3
St. Peter's Roman Catholic Church	4
St. Paul's Roman Catholic Church	5
St. Vincent's Roman Catholic Church	6
St. James' Roman Catholic Church	7
St. Francis' Roman Catholic Church	8
St. Anthony's Roman Catholic Church	9
St. Ignace' Roman Catholic Church	10
St. Charles' Roman Catholic Church	11
St. Elizabeth's Roman Catholic Church	12
St. Rose's Roman Catholic Church	13
St. Ann's Roman Catholic Church	14
St. Clare's Roman Catholic Church	15
St. Agnes' Roman Catholic Church	16
St. Cecilia's Roman Catholic Church	17
St. Barbara's Roman Catholic Church	18
St. Thome's Roman Catholic Church	19
St. Lawrence's Roman Catholic Church	20
St. Basil's Roman Catholic Church	21
St. Constantine's Roman Catholic Church	22
St. Helena's Roman Catholic Church	23
St. Ursula's Roman Catholic Church	24
St. Euphemia's Roman Catholic Church	25
St. Sophia's Roman Catholic Church	26
St. Symeon's Roman Catholic Church	27
St. Ives' Roman Catholic Church	28
St. Margareta's Roman Catholic Church	29
St. Katerina's Roman Catholic Church	30
St. Christina's Roman Catholic Church	31
St. Lucia's Roman Catholic Church	32
St. Martina's Roman Catholic Church	33
St. Tereza's Roman Catholic Church	34
St. Zita's Roman Catholic Church	35
St. Agatha's Roman Catholic Church	36
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St. Agathe's Roman Catholic Church	48
St. Agathe's Roman Catholic Church	49
St. Agathe's Roman Catholic Church	50



Scale 100 ft. to an inch.
Copyright 1925 by Geo. S. Stevens & Co.





STATE OF VERMONT DEPARTMENT OF STATE BUILDINGS AGENCY OF ADMINISTRATION MONTPELIER, VERMONT		WATERBURY COMPLEX SITE PLAN	
DATE: 12-1-84	SCALE: 1" = 60'	DESIGNED BY: JPD	DRAWN BY: JPD
APPROVED BY:		CHECKED BY:	
1		2	

DEPARTMENT OF STATE BUILDINGS

Bldg. No.	Building Name	Year Const.	Type Const.	Sq. Ft.	Ins. Val.	Current Use (1984)	Latest Renov.
WATERBURY COMPLEX							
50	Osgood Building	1953	Brick	38,929	\$2,905,263	Office	1978
51	1,2,3 North	1896	Brick	24,955	1,165,933	Office	1978
52	North Connecting Bldg.	1896	Brick	5,872	321,087	Office	1978
53	4 North	1896	Brick	9,135	471,766	Office	1978
54	5 North	1896	Brick	9,069	401,141	Office	1978
55	6-7 North	1896	Brick	12,013	675,446	Office	1978
56	8-9 North	1896	Brick	10,855	540,489	Office	1978
57	10 North	1914	Brick	15,646	885,462	Office	1978
58	1,2,3 South	1891	Brick	24,662	1,232,878	Office	
59	South Connecting Bldg.	1891	Brick	5,912	256,106	Office (DMH)	
60	4 South	1891	Brick	8,168	380,081	Office (DMH)	
61	5 South	1891	Brick	8,764	415,506	Office (DMH)	1982
62	6-7 South	1891	Brick	12,692	725,166	Wards (DMH)	
63	8-9 South	1891	Brick	10,683	537,041	Office	
64	10 South	1912	Brick	9,704	926,475	Office	
65	Dale Building	1953	Brick	39,338	2,625,613	Dorm, Off. (DMH)	1982
66	"A" Building	1932	Brick	30,171	27,618	Office	
67	Weeks Building	1924	Brick	41,220	2,148,091	Dorm (DMH)	1981
68	Ladd Hall Annex	1951	Brick	6,561	318,280	Voc. Rehab.	1980
69	Ladd Hall	1895	Brick	18,816	912,777	Classroom (DMH)	1980
70	Stanley Hall	1949	Brick	19,995	1,163,816	Off., Dorm (DMH)	
71	Wasson Hall	1901	Brick	13,376	594,198	Classroom, Office	1983
72	Hanks Building	1898	Brick	5,009	344,505	Office (DMH)	
73	Center Building	1894	Brick	14,855	931,997	Office	1981
74	Food Service/Auditorium	1962	Brick	55,954	4,435,546	Kitch. Gym (DMH)	1986
75	Juvenile Detention Center	1904	Brick	8,241	366,779	Detention	1980

DEPARTMENT OF STATE BUILDINGS

Bldg. No.	Building Name	Year Const.	Type Const.	Sq. Ft.	Ins. Val.	Current Use (1984)	Latest Renov.
WATERBURY COMPLEX - (Cont.)							
77	43 Randall Street	1936	Wood	4,033	155,132	Office	
78	Central Heating Plant	1925	Brick	4,600	1,774,747	Steam Generation	1985
80	5 Park Row	1960	Wood	2,132	40,326	Office	1970
83	123 South Main Street	1891	Wood	2,100	172,789	Day Care	1981
83A	Garage		Wood	400	21,890	Storage	
84	Thorington House	1891	Wood	2,300	124,922	Classroom (DMH)	1981
85	"B" Building	1938	Brick	30,714	1,740,055	Max. Sec. (DMH)	1982/86
86	Public Safety/Medical	1948	Brick	41,404	4,046,251	Office	1983
87	Public Records	1921	Brick	8,625	361,668	Storage	1982
88	Carpenter Shop	1921	Brick	8,692	296,748	Maintenance	
89 N/S	Storage		Brick	360	146,636	Maintenance	
90	Garage		Wood	923	18,434	Storage	
91	Green House		Wood	530	14,287	Storage	1983
92	Lumber Storage		Conc. Block	760	34,259	Storage	
93	Maintenance Shop	1950	Brick	2,890	121,881	Maintenance	
94	Buildings and Grounds	1919	Brick	6,468	312,767	Storage, Office	
95	Logue Cottage	1937	Wood	1,754	73,214	Residence	
95A	Garage		Wood	400	10,024	Garage	
96	Map Photo Storage	1900c	Wood	800	25,000	Storage	1985
97	Storage		Wood	1,000	10,000	Storage	1982
98	Sawdust Shed	1920c	Brick	200	500	Storage	
Total				S.F. 583,120	\$35,289,790		

NOTE: DMH = Department of Mental Health